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Board of Supervisors**

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September 14, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**John F. Schunhoff, Ph.D.**  
Interim Director

**Gail V. Anderson, Jr., M.D.**  
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

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*To improve health*

*through leadership,*

*service and education.*

**APPROVAL OF AN AGREEMENT FOR CONCESSION CAFETERIA  
SERVICES AT HIGH DESERT HEALTH SYSTEM MULTI-SERVICE  
AMBULATORY CARE CENTER WITH HIGH RISE GOODIES RESTAURANT  
GROUP, INC., DBA TRIMANA  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Approval of a new Agreement for concession cafeteria services at High Desert Health System Multi-Service Ambulatory Care Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute an Agreement with High Rise Goodies Restaurant Group, Inc. dba Trimana, effective upon Board approval through September 30, 2015, for the provision of concession cafeteria services at High Desert Multi-Service Ambulatory Care Center (High Desert), for a first year annual amount of \$39,120, \$28,000 for equipment, and an estimated \$6,960 for incidental patient nourishment items, special function and ordinance meals, for a potential maximum amount of \$74,080.
2. Delegate authority to the Interim Director, or his designee, to increase by no more than 25 percent of the first year obligation for incidental items and special function and volunteer meals, for a total of \$1,740.



## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Interim Director to execute an Agreement, substantially similar to Exhibit I, to provide concession cafeteria services to patients, volunteers, and staff at High Desert. These services were previously provided by Morrison Management Specialists, Inc. dba Morrison Health Care, Inc. (Morrison) pursuant to an Agreement that expired June 30, 2010. There are currently no cafeteria services being provided at the facility. Negotiating the details of the recommended Agreement took longer than anticipated and the Department of Health Services (DHS) was not able to submit the Agreement for approval prior to June 30, 2010.

Trimana will commence the cafeteria services as soon as the Agreement is approved. Although concession cafeteria services usually generate revenue, due to the remote location and the low service volume, DHS needs to subsidize Trimana to provide these services. The equipment is needed to be able to provide the services more efficiently. The cafeteria has not been updated since High Desert was a hospital in 2003.

The second recommendation will enable High Desert to provide concession cafeteria services to patients, volunteers, and special functions in the event volume increases.

## **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

## **FISCAL IMPACT/FINANCING**

The first year annual amount for cafeteria services is \$39,120, and an estimated \$6,960 for the provision of incidental patient nourishment, special function and volunteer meals for a total of \$46,080. Equipment to open the cafeteria will be purchased for a not to exceed amount of \$28,000. The potential maximum amount for the Agreement's first year is \$74,080. An additional \$10,000 is budgeted each year for the second through fifth years of the Agreement for cafeteria replacement equipment purchases. The potential total expenditure for cafeteria services through September 30, 2015 is \$298,400.

A potential increased expenditure of \$1,740 exists if service volumes increase for incidental patient nourishment, special function and volunteer meals. During the contract period, the maximum amount of 25 percent increase, if utilized, will not exceed \$8,700.

Funding is included in DHS' Fiscal Year 2010-11 Adopted Budget and will be requested in future fiscal years.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since August 1997, your Board has approved Agreements and Amendments with Morrison for the provision of dietary and concession cafeteria services at High Desert through June 30, 2010. After High Desert Hospital became a Multi-Service Ambulatory Care Center, the Morrison Agreement was reduced to only clinical nutrition and concession cafeteria services. Prior to the June 30, 2010 expiration of the Agreement, DHS amended the Morrison Agreement for dietary services at Olive View-UCLA Medical Center to include the clinical nutrition services. At that time, it was anticipated a firm that provided retail food sales would provide the cafeteria services.

Under the recommended Agreement, Trimana will provide hot breakfast items from 7:30 a.m. – 10:30 a.m., and hot and cold lunch items from 11:00 a.m. – 2:30 p.m. Breakfast and lunch service will operate Monday through Friday. The potential daily customer volume is estimated at less than 300. Trimana will also supply catering services for special functions, such as the annual volunteer luncheon, and the bi-monthly High Desert Health System Advisory Council meeting, and provide appropriate nourishment items for patients undergoing lengthy medical procedures. Service beyond the specified hours and days will be supplied through vending machines with a variety of foods, in compliance with the Los Angeles County Food Policy, approved by your Board on August 8, 2006, and last amended on August 18, 2009.

The Agreement includes all mandatory Board of Supervisors' required provisions. County Counsel has approved Exhibit I as to use and form. Concession cafeteria services Agreements are subject to the County's Living Wage Program (County Code Charter 2.201) and Trimana will pay the required rates.

### **CONTRACTING PROCESS**

On October 9, 2009, a Request for Statement of Interest (RFSI) solely for High Desert's concession cafeteria services was issued to eleven firms and the RFSI responses were due in November 2009. An RFSI was conducted instead of a Request for Proposals to determine if any firm would be interested in providing these services at the remote location. With the exception of one firm, the firms responded they were either not interested in providing services or not interested without having a County-paid subsidy. The firm that responded was deemed too small to meet the needs of High Desert. In February 2010, four firms were contacted again to inquire about the subsidy amount required to perform the service. Two firms responded with a subsidy amount, but Trimana was selected because only its requested subsidy amount was deemed reasonable. Negotiations ensued and have resulted in recommending Trimana for an Agreement.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will supply concession cafeteria services at High Desert.

The Honorable Board of Supervisors

9/14/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:rf

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors



**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**HIGH RISE GOODIES RESTAURANT GROUP, INC.,  
DBA TRIMANA**

**FOR**

**CONCESSION CAFETERIA SERVICES**

**AT**

**HIGH DESERT HEALTH SYSTEM  
MULTI-SERVICE AMBULATORY CARE CENTER**

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**AGREEMENT BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**HIGH RISE GOODIES RESTAURANT GROUP, INC., DBA TRIMANA**  
**FOR**  
**CONCESSION CAFETERIA SERVICES**  
**AT**  
**HIGH DESERT HEALTH SYSTEM**  
**MULTI-SERVICE AMBULATORY CARE CENTER**

This Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the County of Los Angeles, hereinafter referred to as County and HIGH RISE GOODIES RESTAURANT GROUP, Inc., dba TRIMANA, hereinafter referred to as Contractor. Contractor is located at 1875 Century Park East, Suite A, Los Angeles, CA 90067.

**RECITALS**

WHEREAS, pursuant to sections 1441 and 1445 of the California Health and Safety Code, County has established and operates, through its Department of Health Services (hereafter "DHS"), various County hospitals, comprehensive health centers, public health centers, and other health care facilities and programs (hereafter collectively referred to as "Facility(ies)"; and

WHEREAS, the County may contract with private businesses for Concession Cafeteria Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing concession cafeteria services; and

WHEREAS, Contractor is authorized under the laws of the State of California to engage in the business of providing concession cafeteria services, and possesses the competence, expertise, and personnel necessary to provide such services described hereunder; and

WHEREAS, this Agreement is authorized by provisions of Section 1451 of the California Health and Safety Code and sections 26227 and 31000 of the California Government Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, J, K, and L are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A** - Statement of Work
- 1.2 EXHIBIT B** - Pricing Schedule
- 1.3 EXHIBIT C** - County's Administration
- 1.4 EXHIBIT D** - Contractor's Administration
- 1.5 EXHIBIT E** - Contractor's EEO Certification
- 1.6 EXHIBIT F** - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 EXHIBIT G** - Compliance with the County's Jury Service Program
- 1.8 EXHIBIT H** - Safely Surrendered Baby Law
- 1.9 EXHIBIT I** - Intentionally omitted
- 1.10 EXHIBIT J** - Living Wage Ordinance
- 1.11 EXHIBIT K** - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L** - Payroll Statement of Compliance

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as



used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contract:** Agreement executed between County and Contractor.
- 2.3 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Representative:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 DHS:** Department of Health Services.
- 2.7 Director:** Director of DHS or his/her authorized designee.
- 2.8 DHS Facility(s):** High Desert Health System Multi-Service Ambulatory Care Center (HDHS).
- 2.9 Facility Contract Manager:** DHS Facility staff designated to manage the operations under this Agreement.
- 2.10 Facility Contract Monitor:** DHS Facility staff with responsibility to oversee the day to day activities of this Agreement, responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed

to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4.0 TERM OF AGREEMENT**

- 4.1** The term of this Agreement shall commence on date of Board approval with services to begin no later than thirty (30) days following approval upon mutual agreement of the Director of Health Services and Contractor, and shall continue in full force and effect until September 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2** The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit C - County's Administration.

#### **5.0 BILLING AND PAYMENT**

- 5.1** Contractor shall be reimbursed for services according to Exhibit B, Pricing Schedule.
- 5.2** The Director may increase the County's annual amount during each year of the Agreement term by no more than twenty-five percent (25%) of the Fiscal Year (FY) 2010-2011 allocation, \$1,740 (One Thousand Seven Hundred Forty Dollars) if additional funds are needed for special functions and ordinance meals and incidental food items.
- 5.3** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Agreement**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

## **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and Facility(s) and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 County shall not pay Contractor for travel or mileage or miscellaneous expenses.

5.5.6 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

High Desert Health System Multi-Service Ambulatory Care  
Center  
c/o Finance Department  
44900 N. 60<sup>th</sup> St. West  
Lancaster, CA 93536

### **5.5.7 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility Contract Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### **5.5.8 Equipment**

County will provide Contractor with a one-time start-up, not to exceed, equipment budget of \$28,000. After the one-time start-up, County expenditures for replacement equipment shall not exceed \$10,000 per year.

### **6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

#### **COUNTY ADMINISTRATION**

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 FACILITY CONTRACT MANAGER**

The responsibilities of the Facility Contract Manager include:

- meeting with the Contractor's Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The Facility Contract Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

#### **6.2 FACILITY CONTRACT MONITOR**

The Facility Contract Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Contract Monitor reports to the Facility Contract Manager.

### **7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR**

## **7.1 CONTRACTOR'S REPRESENTATIVE**

- 7.1.1 The Contractor's Representative is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Representative.
- 7.1.2 The Contractor's Representative shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with Facility Contract Manager and Facility Contract Monitor on a regular basis.

## **7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit D. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

## **7.3 APPROVAL OF CONTRACTOR'S STAFF**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Representative.

## **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

Initially, County shall provide all staff providing services under this Agreement with a photo identification badge. All Contractor employees are required to wear the identification badges at all times when working in the Cafeteria, in compliance with DHS Policy 940. The replacement cost for a lost or stolen Contractor identification badge shall be at Contractor's expense.

## **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 All Contractor staff performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work

under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

## **7.6 CONFIDENTIALITY**

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and

legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provision of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit F.

## **7.7 MEDICAL SCREENING**

Contractor shall follow requirements contained in Exhibit A, Statement of Work, Paragraph 7.3 Health and Safety.

## **7.8 STAFF PERFORMANCE UNDER THE INFLUENCE**

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might impair their physical or mental performance.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the term, annual amount or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Board of Supervisors and the Contractor.
- 8.1.2 The Director or his authorized designee is authorized to execute and approve amendments in the form of Administrative Amendments which may add or delete services as necessary to provide patient care or to assure that Facility(s) operations are maintained. Such Administrative Amendments may result in a decrease or increase to the annual amount of no more than 25% of the total amount for incidental food items, special functions and ordinance meals.
- 8.1.3 The County's Board of Supervisors may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisor or Director. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Board of Supervisors and Contractor.
- 8.1.4 The Board of Supervisors may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Director or his authorized designee and Contractor.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have



against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said

reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

**8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

**8.6 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.6.1 Within 30 business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 15 business days for County approval.

- 8.6.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.5 The Contractor shall preliminarily investigate all complaints and notify the Facility Contract Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.6.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7 Copies of all written responses shall be sent to the Facility Contract Manager within 15 business days of mailing to the complainant.

## **8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the

event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7.3 Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility(s), Contractor and such persons shall be subject to the rules and regulations of that Facility(s). Facility Contract Manager shall furnish a copy of rules and regulations to Contractor pertaining to the Facility(s) prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

**8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin,

sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.

## **8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.9.1 Jury Service Program**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Agreement.

### **8.9.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the

Jury Service Program. The County may also require, at any time during the contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.10 CONFLICT OF INTEREST**

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

## **8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED**



## **FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

### **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

### **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

#### **8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible,

the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

#### 8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

**8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

- 8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

**8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

#### **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

#### **8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

#### **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work

hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.21 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.22 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.23 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this

Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

#### **8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER**

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

#### **8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

8.26.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its



officers, employees, and agents that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

- 8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **8.27 INDEPENDENT CONTRACTOR STATUS**

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.28 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

### **8.29.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
 Department of Health Services  
 Contracts and Grants Division  
 313 N. Figueroa Street, 6E  
 Los Angeles, CA 90012  
 Attention: Kathy K. Hanks, Director  
 Contract Administration and Monitoring

and

County of Los Angeles  
 Department of Health Services

Centralized Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **8.30 INSURANCE COVERAGE**

- 8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law

### **8.31 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

## **8.32 LIQUIDATED DAMAGES**

- 8.32.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c)



Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.32.3 The action noted in sub-paragraph 8.32.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.32.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or sub-paragraph 8.32.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

### **8.33 MOST FAVORED PUBLIC ENTITY - (*Intentionally Omitted*)**

### **8.34 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.35 NOTICE OF DELAYS**

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.36 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the Facility Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the Facility Contract Manager is not able to resolve the dispute, the Director or his/her designee shall resolve it.

## **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

Contractor shall maintain accurate and complete financial records of its provision of services, activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

8.37.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds

that the County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

- 8.37.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate the Contractor's compliance with the County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to County under this Agreement is for the purpose of enabling County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles

County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.37.5. Concession Accounting Records

8.37.5.1 Contractor shall be required to maintain a method of accounting which conforms to generally accepted accounting principles, and which shall, to the satisfaction of the Director and Auditor-Controller, or the duly authorized designee; hereinafter "Auditor-Controller", correctly and accurately reflect the gross receipts and disbursements of Contractor in connection with the concession. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Contractor or for recording Contractor's personal financial affairs. Such method shall include the keeping of the following documents:

- a. Regular books of accounting, such as general ledgers.
- b. Journals, including any supporting and underlying documents, such as vouchers, checks, tickets, bank statements, reconciliations, accounts payable, inventory, etc.
- c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by the County.
- d. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified.
- e. Any other accounting records that the Director and/or Auditor-Controller deems necessary for proper reporting of receipts.

- 8.37.5.2 All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in a sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.
- 8.37.5.3 All documents, books and accounting records shall be open for inspection and re-inspection at any time during the term of this Agreement. In addition, the Director and/or Auditor-Controller may from time to time conduct an audit and re-audit of the books and business records of Contractor and observe the operation of the business so that accuracy of the above records can be confirmed.
- 8.37.5.4 All information obtained in connection with the Director's and/or Auditor-Controller's inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof. County shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or pursuant to an Order of Court.
- 8.37.5.5 All such accounting records, including, but not limited to, all financial records, journals, vouchers, checks, State and Federal income tax returns and sales tax returns, cash register tapes, proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles

County, provided that if any such material is located outside the Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

#### **8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **8.39 NOTICES**

- 8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.
- 8.39.2 Electronic Notice - In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit D – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

#### **8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter,

neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.41 PUBLIC RECORDS ACT**

- 8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.42 PUBLICITY**

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Facility Contract Director. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.42 shall apply.

#### **8.43 NOTICE TO EMPLOYEES REGARDING THE FEDERAL INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.44 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING**



- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Facility Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street , 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, Director  
Contract Administration and Monitoring

Before any subcontractor employee may perform any work hereunder.

**8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or

pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### **8.49 TERMINATION FOR CONVENIENCE**

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.49.4 Contractor shall be given the option to terminate this Agreement with a 120-day written notice to County.

#### **8.50 TERMINATION FOR DEFAULT**

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of Facility Contact Manager:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions

of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

- 8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **8.51 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.52 TERMINATION FOR INSOLVENCY**

- 8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty

(60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

#### **8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.55 UNLAWFUL SOLICITATION**

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

#### **8.56 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.57 WAIVER**

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.58 WARRANTY AGAINST CONTINGENT FEES**

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.58.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full

amount of such commission, percentage, brokerage, or contingent fee.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Agreement.

#### **9.1.2 Payment of Living Wage Rates**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Agreement:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor



contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living

Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit K and Exhibit L), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem

necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and

handouts into Spanish and any other language spoken by a significant number of Employees.

#### **9.1.7 Enforcement and Remedies**

If Contractor fails to comply with the requirements of this sub-paragraph, County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole

discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.
2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time;

and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.
3. Debarment. In the event Contractor breaches a requirement of this sub-paragraph, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### **9.1.8 Use of Full-Time Employees**

Contractor shall assign and use full-time Employees of Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

#### **9.1.9 Contractor Retaliation Prohibited**

Contractor and/or its Employees shall not take any adverse action, which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any

Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this subparagraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

#### **9.1.10 Contractor Standards**

During the term of the Agreement, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

#### **9.1.11 Neutrality in Labor Relations**

Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT**

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

## **10.0 CONCESSION OPERATIONS**

### **10.1 CONCESSION GRANTED**

Contractor is hereby authorized to sell food and beverages within the confines of the food service facilities.

### **10.2 CONCESSION PREMISES**

- 10.2.1 The concession premises shall be used only and exclusively for concession purposes, and such other purposes as are related thereto provided express approval is granted by the Director.
- 10.2.2 Contractor acknowledges personal inspection of the concession premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the concession. Contractor accepts the concession premises in its/their present condition.
- 10.2.3 Contractor may make or construct or cause to be made or constructed additions, alterations, repairs or changes in the concession premises at Contractor's expense, provided written approval thereof is first obtained from the Director, and permits are obtained therefore as hereafter required, and there is compliance with such terms and conditions relating thereto as may be imposed thereon by the County.
- 10.2.4 Contractor hereby acknowledges the title of County or any other public agencies having jurisdiction thereover, in and to the concession premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 10.2.5 Ownership of all improvements constructed by Contractor, if any, upon the concession premises and all equipment, alterations, additions or betterments thereto shall remain with County during the term of, and subsequent to, the termination of this Agreement. Upon termination, whether by expiration of the term, cancellation for breach as determined by County or forfeiture, ownership thereto shall vest in County, without compensation being paid therefore, and such improvements and all installed equipment shall be surrendered with the concession premises, unless demand for their removal shall be given by the Director at least ninety (90) days prior to the date of termination. Should Contractor fail to remove said improvements, and/or equipment, the same may be sold, removed or demolished, and Contractor shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.
- 10.2.6 Illegal Activity



Contractor shall not permit any illegal activities to be conducted on the concession premises.

#### 10.2.7 Non Interference

Contractor shall not interfere with the public use of the County buildings where the concession(s) are located.

#### 10.2.8 Security Devices

Contractor may provide any legal devices, installations, or equipment designed for the purpose of protecting the concession premises from theft, burglary or vandalism, provided written approval for installation is first obtained from the Facility Administrator. All purchases and installations thereof shall be at Contractor's expense.

#### 10.2.9 Utilities

County will ensure the availability of all necessary utilities, (electricity, water, waste, sewer, natural gas, local telephone services and internet connectivity). Contractor waives any and all claims against County for compensation for loss of damage caused by a defect deficiency or impairment of any utility system, water supply system, drainage systems, waste system, heating or gas system, electrical apparatus or wires serving the concession premises.

#### 10.2.10 Taxes and Assessments

10.2.10.1 The property referenced herein may be subject to real and personal property taxation or assessment thereon, and in the event thereof, Contractor shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the concession premises and any improvements located thereon.

10.2.10.2 Contractor shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used thereon.

#### 10.2.11 Construction By County Affecting Concession Premises

- 10.2.11.1 In the event County shall construct or cause to be constructed a new facility for any concession at a County facility contracted under this Agreement, this Agreement shall continue in full force and effect, except that the payment to be made by Contractor will be abated and/or relief afforded to the extent that the Director may determine the construction interferes with the concession, provided a claim is filed with the Director within 100 days of commencement of construction.
- 10.2.11.2 Contractor agrees to cooperate with County in the event the construction affects the concession premises by vacating and removing all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facilities. Contractor further agrees to cooperate in the determination of the abatement or other relief to be provided by furnishing all information requested relative to the concession and permitting examination and audit of all accounting records kept in connection with the conduct of the concession.
- 10.2.11.3 The aforementioned provisions of this section shall also be applicable in the event of performance of work on the cafeteria or concession requires a partial or total closure thereof, except that the abatement or other relief to be provided shall be based on the extent the Director may determine that the reduction in the public's use of the facility due to the partial or total closure thereof, has affected the concession.
- 10.2.11.4 Contractor agrees to accept the remedy herein provided in the event of construction on the cafeteria or concession premises and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may be made available hereinafter under the laws and statutes of this state.

#### 10.2.12 Right of Entry

10.2.12.1 County or its authorized employees may enter the concession premises at any and all reasonable times for the purpose of determining whether or not Contractor is complying with the terms and conditions thereof, or for any other purpose incidental to the rights of the County.

10.2.12.2 In the event of an abandonment, vacation or discontinuance of concession operations in excess of 48 hours, Contractor hereby irrevocably appoints the County as an agent for continuing operation of the concession granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the concession premises, including all improvements, equipment, furnishings and inventory therein; (2) remove any and all persons or property on said premises and place any such property in storage for the account of and at the expense of Contractor; and (3) sublease or license the premises. Entry by the officers and employees of the County on the concession premises for the purpose or exercising the authority conferred hereon as agent of Contractor shall be without prejudice to the exercise of any other rights provided herein or by law remedy a breach of this concession agreement.

#### 10.2.13 Surrender

Upon expiration of the term herein, or cancellation thereof as herein provided, Contractor shall peaceably vacate the concession premises and any and all improvements located therein and deliver up the same to County in good condition.

#### 10.2.14 Destruction of Cafeteria Premises

In the event the Cafeteria Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder, casualty, County shall either restore the Premises or terminate this Agreement.

Should the County elect to restore the Premises, services provided by the Contractor shall be suspended until such time as

the premises are restored and suitable for operation. Contractor shall have the right to either suspend services pending restoration of the premises, or terminate the Agreement.

Contractor agrees to cooperate with County in the restoration of the Cafeteria Premises by vacating and removing all items of inventory, trade fixture, equipment and furnishings for such periods as are required for the restoration thereof.

#### 10.2.15 Easements

County reserves the right to establish, grant or utilize easements or right of way over, under, along and across the Cafeteria Premises for utilities and/or public access provided that County will exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Contractor of the use of a portion of the Cafeteria Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Premises in the before and after conditions.

#### 10.2.16 Programmed Events

Contractor shall not promote or sponsor private or public events requiring the use of Cafeteria Premises. However, this provision shall not prohibit Contractor from generally advertising or encouraging public use of the Cafeteria Premises.

10.2.17 Contractor shall not promote or sponsor private or public events requiring the use of Cafeteria Premises. However, this provision shall not prohibit Contractor from generally advertising or encouraging public use of the Cafeteria Premises.

#### 10.2.18 Maintenance/Demand for Reimbursement

Contractor shall be responsible for maintaining the Cafeteria Premises in good repair and condition. The HDHS Facilities Department will be responsible for repairs to any County-owned equipment or fixtures, as well as general building repairs such as: painting, replacing interior lights, repairing plumbing and lighting fixtures and repairing flooring. Contractor shall be responsible for the cost of repairing damage to the exterior of the Facility caused

County may cure the default of the Contractor with respect to the maintenance and repair obligations assumed herein, and upon performance thereof shall acquire a right of reimbursement from Contractor for the actual costs of same, including, but not limited to, the cost of labor, materials and equipment furnished in the correction thereof, provided there is prior mutual agreement between County and Contractor upon the nature and scope of the work to be performed and the costs to be incurred thereby.

*/ /*

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director

HIGH RISE GOODIES RESTAURANT GROUP, Inc.,  
dba TRIMANA  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

RF:r  
Board letter cafeteria hdhs agreement 08.04.10

**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER  
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**EXHIBIT A**

**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER  
STATEMENT OF WORK**



**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER**

**STATEMENT OF WORK**

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**APPENDICES**

Appendix A: Los Angeles County Food Policy

## 1. SCOPE OF WORK

- 1.1 The Contractor shall provide Concession Cafeteria ("Cafeteria") services for the High Desert Health System Multi-Service Ambulatory Care Center (HDHS MACC). The County shall provide Contractor the exclusive right to operate floor space, utilities and designated fixtures and equipment of the cafeteria.
- 1.2 The HDHS MACC consists of outpatient medical space, administrative office space and space for associated support functions and personnel. The HDHS MACC Cafeteria serves employees, patients, volunteers, and visitors.
- 1.3 The Contractor shall conduct an effective and successful Cafeteria food services operation by providing the following services:

### Cafeteria

- 1.3.1 Contractor shall operate a concession cafeteria for patients and visitors. Contractor shall provide, at a minimum, breakfast from 7:30 a.m. to 10:30 a.m. and lunch from 11:00 a.m. to 2:30 p.m. Monday through Friday.
- 1.3.2 Contractor shall prepare and serve quality meals for visitors and County staff at Agreement designated prices during the days and hours of operation.
- 1.3.3 Contractor shall provide ordinance meals for authorized volunteers. The Facility Contract Manager, or designee, after consultation with the Facility Administrator, will issue meal vouchers authorizing ordinance meals for volunteers. Ordinance meals shall then be billed to the County as part of the monthly invoice. Contractor shall provide ordinance meals during the Cafeteria operating hours.
- 1.3.4 Contractor shall meet business and industry standards of quality and comply with U.S. Dietary Guidelines. Contractor shall only use vegetable oil low in saturated fats and in minimal amounts in recipes, and in deep-frying, pan frying, grilling and baking. The use of sulfating agents is prohibited in all onsite food preparation. Monosodium glutamate (MSG) shall not be added to any item prepared onsite.
- 1.3.5 Any change in the menu or price including additional items for sale shall be submitted in writing to the Facility Contract Manager. No

changes shall be made without prior approval by the Facility Contract Manager, after consultation with the Facility Administrator.

#### Catering

- 1.3.6 Contractor shall cater for special functions, as authorized by Facility Contract Manager after consultation with the Facility Administrator.
- 1.3.7 All catering shall be of appropriate quality and service; meet business and industry standards of quality and comply with U.S. Dietary Guidelines; and use only vegetable oil low in saturated fats and in minimal amounts in recipes, in deep-frying, pan frying, grilling and baking. The use of sulfating agents is prohibited in all onsite food preparation.
- 1.3.8 Catering shall provide the option for linen, silverware and porcelain dinnerware.

#### Vending Machines

- 1.3.9 Contractor shall provide, operate, and maintain vending machines within the space designated for the Cafeteria, and in other areas of the facility, as authorized by the Facility Contract Manager.
- 1.3.10 Vending machines shall be stocked with items to comply with Attachment A – The Los Angeles County Food Policy.

#### Incidental Food and Supplies

- 1.3.11 Contractor shall provide incidental food items (juices, snacks, etc.) to clinical departments for patient-related purposes. Facility Contract Manager who will consult with Facility Administrator will provide Contractor with a written list of departments and services authorized to request incidental food items.
  - 1.3.12 Contractor shall price each item at Contractor's cost inclusive of handling charge.
- 1.4 Contractor shall meet the following requirements:
- 1.4.1 Maintain consistently acceptable standards of health and cleanliness for its entire staff;
  - 1.4.2 Maintain clean and sanitary facilities, particularly areas utilized in the preparation of food services;

1.4.3 Use County furnished resources in a prudent and efficient manner;  
and

1.4.4 Comply with Agreement provisions and submit noted records and  
reports in a timely manner.

## **2 CAFETERIA PREMISES**

The HDHS MACC cafeteria is located in the main building at 44900 North 60<sup>th</sup> Street West and contains approximately 4,190 square feet with a dining capacity for 40.

## **3 CONTRACTOR'S STAFF AND EMPLOYMENT PRACTICES**

### **3.1 Staffing Resources – Level/Experience**

Contractor shall maintain an adequate and proper staff. The County may, at any time, give Contractor written notice of the fact that the conduct or actions of a designated employee of Contractor is, in the reasonable belief of the County, detrimental to the interests of the public patronizing the Cafeteria Premises. Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of Contractor's employee shall not be detrimental to the interest of the public patronizing the Cafeteria Premises.

Contractor shall designate one member of the staff as the Cafeteria Manager with whom County may deal on a daily basis. Any person selected by Contractor as Cafeteria Manager shall be skilled in the management of business similar to the Cafeteria and shall be subject to the approval by the County. The Cafeteria Manager shall be fully acquainted with the Cafeteria, familiar with the terms and conditions prescribed therefore by this agreement; and authorized to act in the day-to-day operation thereof. The Cafeteria Manager shall attend any required meetings.

Cafeteria Manager shall supervise all Cafeteria employees.

The Cafeteria Manager shall remain on staff throughout the duration of the Cafeteria Agreement. The Cafeteria Manager shall have at least two (2) years prior experience working in the same capacity with a cafeteria of comparable or larger sizes.

The Cafeteria Manager or Contractor's Administration shall attend Food Handler Safety within sixty (60) days of commencement of services and provide a certificate of completion to Facility Contract Manager. Food

Handler Safety re-certification shall be obtained per State of California requirements and re-certification documents shall be supplied to Facility Contract Manager at the required State of California intervals.

All Contractors employees shall be cleared through the County Department of Health Services (DHS) procedures for Contractors employees, including completion of a Live-Scan criminal background check and provision of required health information. All Contractor employees must be cleared through the DHS Human Resources Department and the HDHS MACC Employee Health Services Department prior to starting work.

Cafeteria Manager shall work with the County and be part of the management team in efforts to reduce costs, increase productivity, and enhance the quality and level of Cafeteria services. The County shall provide direction to the Cafeteria Manager in areas relating to policy, information requirements, procedural requirements, and on other matters.

Cafeteria employees who interface with County personnel and the public must speak English fluently. Contractor shall meet the Agreement requirements identified in Paragraph 8.20 of the Agreement, Employment Eligibility Verification.

Prior to Agreement commencement, Contractor will be provided with a list of required reports and records, with time deadlines. Records and reports required to be provided by the Contractor shall include, but are not limited to, the following information areas:

- Training documentation;
- Compliance with the quality control program; and
- Accounting records for the Cafeteria operations.
- Such additional reports which the County determines are reasonably necessary.

### **3.2 Health and Safety**

Contractor shall file with the County a certificate for each member of the Cafeteria staff showing that within the last two years such person has been examined and has been found to be free of communicable tuberculosis and other communicable diseases that can be transmitted in the workplace, as described below. Certificate means a document signed by the examining physician or other health care professional or a notice from a public health agency or unit of the Tuberculosis Association, which

indicated freedom from active tuberculosis. In addition, Contractor shall provide annual medical certifications for each staff member at its expense.

Contractor shall ensure that all its personnel satisfy the following health standards and requirements:

- A. Employees involved in the preparation of food shall undergo a physical examination before commencing services hereunder, including at least the following:
  1. Special inspection of nails, skin, and mucous membranes.
  2. Review of gastrointestinal illness and disease.
  3. Measles, Mumps, Rubella, Varicella immunization documentation of:
    - a. Laboratory evidence of immunity (titers); or,
    - b. Laboratory confirmation of disease; or,
    - c. Two appropriate doses of Measles, Mumps, and Varicella vaccine and one dose of Rubella vaccine.
  4. Tetanus (Td) every ten (10) years and Acellular Pertussis (Tdap) one (1) time or a signed declination.
  5. Seasonal influenza or a signed declination.
  6. Tuberculosis (TB) screening:
    - a. Negative TB Skin Test (TST):
      1. TB questionnaire.
      2. A two-step Mantoux TST is performed, or a one-step TST with written documentation of a negative TST in millimeters within the preceding twelve (12) months, or, a single negative blood assay for *M. tuberculosis* (BAMT) within the last twelve (12) months is sufficient.
    - b. Documentation of a positive TST in millimeters or a positive BAMT:
      1. TB questionnaire.

2. Negative chest x-ray (CXR) in the last twelve (12) months.
- c. Baseline negative employees shall receive an annual TB questionnaire and TST.
  - d. Baseline positive employees shall receive an annual TB questionnaire.
  - e. For positive findings on TB questionnaire or TST, a CXR shall be obtained and employee is to be removed from work, per clinical presentation.
- B. A physical re-examination or review of record by the HDHS Employee Health Service may be required when an employee presents with a reasonable suspicion of an infectious disease, which may be transmitted in the workplace, and may result in a work restriction. Such examination or review is an evaluation only and shall not include medical treatment. Medical treatment is the Contractor's responsibility.

### **3.3 Training**

Contractor shall provide, within ten (10) days of commencement of Agreement services, orientation and health education for all workers providing services under the Agreement, covering all aspects of food handling; including, but not limited to, personal and hand hygiene, portion control, contamination by bacteria, chemicals, insects, rodents and parasites, proper sanitation and safety procedures, fire and emergency preparedness and other applicable laws.

Contractor must maintain a record of all training and note employee attendance. Documentation shall be maintained, including signatures of attendees, date, length of session and summary of subject matter of meeting.

### **3.4 Uniforms**

Contractor shall provide its personnel with uniforms and hair coverings. Contractor shall ensure that during working hours employees are dressed in the designated apparel, including County security identification badges (refer to Agreement Section 7.4 Contractor's Staff Identification) and in a manner which is clean and orderly.

The County shall have approval authority over the Contractor's uniforms.

#### **4 DAYS AND HOURS OF OPERATION**

##### **Cafeteria**

The minimum hours of operation for the Cafeteria shall be as follows. With approval of the Facility Contract Manager, Contractor may extend operating hours.

<b>CAFETERIA</b>	<b>HOURS (MONDAY-FRIDAY)</b>
Breakfast	7:30 am – 10:30 am
Lunch	11:00 am – 2:30 pm

##### **County Holidays**

Cafeteria services shall not be required during County holidays. The Facility Contract Manager will provide Contractor with a schedule noting the holidays approved by the County for each respective calendar year.

#### **5 DISORDERLY PERSONS**

Contractor agrees not to allow any loud, boisterous or disorderly person to loiter about the Cafeteria Premises.

#### **6 HABITATION**

The Cafeteria Premises shall not be used for human habitation.

#### **7 ILLEGAL ACTIVITIES**

Contractor shall not permit any illegal activities to be conducted upon the Cafeteria Premises.

#### **8 MENU – INVENTORY, SELECTION & REMOVAL, PRICES & POSTING, PAYMENT AND AMENDMENTS**

##### **8.1 Inventory**

Contractor shall provide and maintain the necessary inventory of Cafeteria merchandise in the Cafeteria Premises. All food and beverages sold or kept for sale by Contractor shall be first-class in quality, wholesome and pure, and shall conform to Federal, State and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Contractor.

Merchandise kept on hand by Contractor shall be stored and handled with due regard for sanitation.



Contractor is responsible for the daily upkeep of the Cafeteria Premises, including any walls facing or common to Cafeteria services work areas below six feet in height. Such areas shall be kept clean and in a sanitary condition to preclude any infestation by vermin.

All food items shall be delivered or served within temperature ranges established by industry standards and applicable health and safety rules and regulations.

## **8.2      Selection (Food Products) and Removal**

The menu and price list is to be prepared and provided by Contractor. Menus shall include prices, and a description of each item.

The Facility Contract Manager may request Contractor to change or remove a type of food product (merchandise) sold from the Cafeteria. Upon receipt of notice requesting such change, Contractor shall make the requested change within twenty-four (24) hours of receipt thereof.

## **8.3      Prices and Posting**

Contractor shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Cafeteria Premises. Prices shall be fixed for the entire period of the Agreement and shall only be changed with the approval of the Facility Contract Manager.

Prices for each item sold from the Cafeteria shall be conspicuously displayed to the satisfaction of the County as to information given, design, type, size, color, and all other specifics. Prices shall not exceed the approved prices for such items. If, in addition to any publicly displayed menu, Contractor provides individual menus for customers, or places price markers on item displays, said prices shall not exceed the approved prices for such items.

The Facility Contract Manager may re-evaluate the selection of menu and other items during the Agreement term. The County's determination that the selection offered is inadequate, or that any price is excessive, or that the quality or quantity or any item is deficient, shall be conclusive.

# **9      QUALITY OF GOODS AND SERVICES – REMOVAL**

In the event the County determines that any merchandise, and/or food products are below first class, the County shall have the right to order the improvement of the quality of any such items kept or offered for sale. Contractor shall immediately remove or withdraw from sale any goods or services which may be found

objectionable to employees, public welfare or by the County, following receipt of written notification thereof.

## **10 SAFETY**

Contractor shall immediately correct any unsafe condition at the Cafeteria Premises, as well as any unsafe practices occurring thereon. Contractor shall request emergency medical care through facility emergency response procedures, for any member of the public who is in need thereof, because of illness or injury occurring on the Cafeteria Premises. Contractor shall work with the Facility Contract Manager and other HDHS MACC staff to ensure security and emergency protocols are followed at the Facility by Contractor and staff. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the Cafeteria Premises, including a prompt report thereof to the County.

## **11 SANITATION**

All small equipment including, but not limited to, beverage dispensers, coffeemakers and serving equipment, tray cards, utility carts, and all large equipment, including, but not limited to, walk-in and reach-in refrigerators, steam kettles, steamers, large ovens, hoods, freezers, all icemakers, vents and warmers, etc., shall be washed/cleaned and sanitized/disinfected on a regularly scheduled basis by the Contractor.

No offensive matter or refuse or substance containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the Cafeteria Premises, and Contractor shall prevent any accumulation thereof from occurring. Contractor shall, at all times, keep the kitchen, dish room, serving line, equipment and materials located thereon sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodents and vermin.

Contractor shall be responsible for transporting trash and garbage, in an approved manner, and depositing it in the commercial refuse containers located behind the facility. The County or County's Environmental Services contractor will be responsible for the cost of trash removal. Contractor shall be responsible for cleaning trashcans and transport containers and providing trash can-liners.

All apparatus, appliances, utensils, devices, equipment and piping used by Contractor shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents and sterilizing agents and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Contractor immediately after using the same and shall be kept clean until reused.

Cafeteria floors shall be cleaned by Contractor of all food and beverage spilled thereon. Contractor shall continuously monitor and correct spills in the Cafeteria Premises during the hours of operation.

The County will provide pest control services through the facility pest control Contractor.

Contractor shall at all times maintain an "A" rating as determined by the Los Angeles County Health Department. Contractor shall at all times meet County Health standards and State and Federal health regulations including, but not limited to, those for cleanliness. The Contractor is responsible for keeping the Cafeteria Premises (cafeteria, storage rooms, trash area, including any walls facing or common to Cafeteria services work areas and other areas occupied by the Contractor) clean and in a sanitary condition at all times.

Contractor shall provide laundry services for hot pad, aprons, rags for cleaning, mop heads, tablecloths, napkins and dishtowels.

Contractor shall provide housekeeping services for wall, ceilings, windows, sweeping, vacuuming, scrubbing and stripping the cafeteria floors and dining area of the Cafeteria Premises. Contractor shall provide the equipment cleaning and other services as described herein.

County shall be responsible for the heavy duty periodic stripping and waxing of the floors in the Kitchen and the Cafeteria. County shall be responsible for the cleaning of walls above six feet, and cleaning of ceilings, windows, and ducts in the Kitchen and Cafeteria.

## **12 SECURITY - KEYS**

Contractor shall establish and implement methods of ensuring that keys issued by the County to Contractor are not lost or misplaced and are not used by unauthorized persons. No keys shall be duplicated. Contractor shall develop procedures assuring adequate key control.

Contractor shall provide the County with a list of all personnel who have been issued keys.

Contractor shall prohibit the use of keys by any persons other than its designated employees. Contractor shall prohibit the opening of locked areas by its employees to permit entrance of persons other than the Contractor's employees engaged in the performance of assigned work in those areas.

Contractor shall immediately report any lost key to the County.

County may, at its sole discretion, require Contractor to replace locks, re-key locks, or reimburse the County for the replacement of locks or re-keying of locks if Contractor loses the keys.

### **13 SIGNS**

Contractor shall collaborate with County and reach agreement between the parties as to the type and location of signage regarding the Cafeteria services. Contractor shall pay for, install, and maintain the signage. Disputes shall be resolved in accordance with Agreement Section 8.36: Notice of Disputes.

### **14 TRADE FIXTURES AND EQUIPMENT**

#### **14.1 County-Owned Equipment**

County will be responsible for the maintenance and repair of County-owned equipment (including the cleaning and servicing of the hood system). All trade fixtures, equipment and dining room furniture on the Cafeteria Premises are County property and shall remain the property of the County.

#### **14.2 Equipment Inventory**

Contractor and County shall take a complete inventory of all equipment, prior to the commencement of Cafeteria services and continue on a yearly basis until termination and/or expiration. Inventory shall include but is not limited to kitchen equipment, office equipment, utensils, glassware, tableware, and other non-food personal property of the County. For each such item, such inventory shall indicate the specific condition.

Upon expiration or prior termination of the Agreement, another inventory shall be taken by County and Contractor. Contractor shall return to County the same quantity and quality of items as specified in the beginning inventory less consideration for normal wear and tear. Contractor shall also return to County any other equipment or personal property which may have been provided to Contractor for its performance hereunder in the same quantity and quality as provided, as determined by County, less consideration for normal wear and tear. Additionally, Contractor shall reimburse County, at a replacement cost to be determined by County, for any missing or damaged County equipment and other personal property, or County may deduct such cost from any amounts due to Contractor from County.

#### **14.3 Start-Up Equipment**

County will provide Contractor with a one-time start-up, not to exceed, equipment budget of \$28,000. All start-up equipment items purchased

through this mechanism must be approved in writing by the Facility Contract Manager who will consult with Facility Administrator prior to purchase by the Contractor, and submitted to the County for reimbursement. All requests for start-up equipment approval must include a detailed description, including the price, quantity of items, manufacturer, and a detailed statement of any installation costs. All reimbursement requests must provide the supporting invoices for the equipment. The financing and acquisition of any such equipment shall be subject to the provisions of all applicable statutes, regulations and County ordinances.

#### **14.4 Equipment Replacement**

If existing County-owned equipment fails and cannot be repaired, Contractor shall request the replacement of the equipment by County and provide a description and justification for the requested replacement equipment. County shall have the option to purchase or lease the equipment, or to have the Contractor purchase or lease the equipment. If the County authorizes the Contractor to purchase or lease replacement equipment, the County will reimburse contractor for the cost of the equipment through the monthly invoice. After the initial Agreement start-up, County expenditures for replacement equipment shall not exceed \$10,000 per year.

#### **14.5 Equipment Salvage**

Contractor shall obtain approval from Facility Contract Manager who shall consult with the Facility Administrator for any proposed equipment to be salvaged and shall include such salvaged item(s) on Contractor inventory list. No equipment shall be identified as salvage unless prior written approval is obtained by Facility Contract Manager, which will be countersigned by the Facility Administrator.

#### **14.6 Contractor-Owned Equipment**

All equipment to be used by Contractor for the performance of services shall be subject to the prior written approval of the Facility Contract Manager who will consult with Facility Administrator. All equipment must be subject to initial safety checks and annual safety checks thereafter through Agreement termination.

Contractor will maintain and repair all Contractor-owned/leased equipment provided for the Cafeteria.

Any additional equipment and supplies needed shall be provided by Contractor including expendable items such as flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiments dispensers, and decorative items. Ownership of all improvements and equipment,

except expendable items, shall vest in County at the end of the term of the Agreement.

## **15 UTILITIES**

County will provide telephone instruments and service for Contractor operation. All use of County telephone, data service and equipment shall be subject to County policies and procedures. Contractor may elect to provide telephone and data service separate from County-provided service. Contractor may elect to provide telephone instruments and service for its operation. If so, the telephone number shall be placed in the name of Contractor and shall not be transferable to any other location.

## **16 GREEN INITIATIVE**

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

Contractor shall notify County of Contractor's new green initiatives prior to the Agreement commencement.

RF:r

Board letter cafeteria hdhs statement of work 08.04.10

## CAFETERIA SERVICES

ATTACHMENT A

## AT HIGH DESERT HEALTH SYSTEM

## County Food Policy - Sample List of Beverages Allowed

Item Name	Beverage Category SB965	Serv size in fl. oz.	Fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	Does beverage adhere to SB965?
4u2u brand lic fruit 66-orange tangerine	Juice/carbonated wat	8	95	0	0	Adheres
4u2u brand lic fruit 66-strawberry kiwi	Juice/carbonated wat	8	95	0	0	Adheres
aqualina sparkling water with natural flavors-original	Carbonated water wit	0	0	0	0	Adheres
aqualina water	Water	8	0	0	0	Adheres
arrowhead carbonated water - sparkling lemon essence	Carbonated water wit	0	0	0	0	Adheres
arrowhead carbonated water - sparkling lime essence	Carbonated water wit	0	0	0	0	Adheres
arrowhead sparkling spring water with fruit essences-mixed berry	Carbonated water wit	0	0	0	0	Adheres
arrowhead sparkling spring water with fruit essences-orange	Carbonated water wit	0	0	0	0	Adheres
arrowhead water	Water	8	0	0	0	Adheres
berkeley street beverages california freezies-cherry licious	100% juice	8	100	0	0	Adheres
berkeley street beverages california freezies-groovey grape	100% juice	8	100	0	18	Adheres
berkeley street beverages california freezies-i like it lemony	100% juice	8	110	0	18	Adheres
berkeley street beverages california freezies-slammin strawberr	100% juice	8	120	0	24	Adheres
berkeley street beverages california freezies-tropical blast	100% juice	8	120	0	28	Adheres
berkeley street beverages california freezies-wild and wacky watermelon	100% juice	8	120	0	23	Adheres
big bear mountain water	Water	8	120	0	0	Adheres
bolthouse farms all natural 100% carrot juice	100% juice	8	0	0	0	Adheres
bolthouse farms all natural mango lemonade	100% juice	8	70	0	0	Adheres
bolthouse farms all natural strawberry banana fruit smoothie	100% juice	8	120	0	14	Adheres
bolthouse farms passion fruit apple carrot juice	100% juice	8	120	0	30	Adheres
calistoga sparkling mineral water with fruit essences-lemon	Carbonated water wit	12	0	0	0	Adheres
calistoga sparkling mineral water with fruit essences-lemon	Carbonated water wit	12	0	0	0	Adheres
calistoga sparkling mineral water with fruit essences-lemon	Carbonated water wit	12	0	0	0	Adheres
calistoga sparkling mineral water with fruit essences-mandarin orange	Carbonated water wit	12	0	0	0	Adheres
calistoga sparkling mineral water with fruit essences-plain	Carbonated water wit	12	0	0	0	Adheres
calistoga water	Water	8	0	0	0	Adheres
campbell's 100% juice - tomato	100% juice	8	50	0	0	Adheres
capri sun fruit waves 100% juice - apple splash	100% juice	6.75	100	0	7	Adheres
capri sun fruit waves 100% juice - berry breeze	100% juice	6.75	100	0	22	Adheres
capri sun fruit waves 100% juice - fruit dive	100% juice	6.75	100	0	19	Adheres
clearbrook farms dairy 1% milk	Unsweetened milk, <=2%	8	120	2.5	20	Adheres
clearbrook farms dairy 100% juice-apple	100% juice	8	120	0	13	Adheres
clearbrook farms dairy 100% juice-orange	100% juice	8	110	0	28	Adheres
clearbrook farms dairy 100% juice-very berry	100% juice	8	120	0	27	Adheres
clearbrook farms dairy buttermilk	Unsweetened milk, <=2%	8	120	0	28	Adheres
clearbrook farms dairy nonfat chocolate milk	Sweetened milk, <=2%	8	130	1	12	Adheres
clearbrook farms dairy nonfat milk	Unsweetened milk, <=2%	8	90	0	25	Adheres
crystal geyser water	Water	8	0	0	12	Adheres
crystal splash drinking water	Water	8	0	0	0	Adheres
crystal splash electrolyte replacement beverage - black cherry	Sports drink	8	60	0	0	Adheres
crystal splash electrolyte replacement beverage - kiwi strawberry	Sports drink	8	60	0	15	Adheres
crystal splash electrolyte replacement beverage - kiwi watermelon	Sports drink	8	60	0	15	Adheres
crystal splash electrolyte replacement beverage - wild berry	Sports drink	8	60	0	15	Adheres
dannon natural spring water	Water	8	0	0	0	Adheres

## CAFETERIA SERVICES

ATTACHMENT A

## AT HIGH DESERT HEALTH SYSTEM

## County Food Policy - Sample List of Beverages Allowed

Item Name	Beverage Category	Serv size in fl. oz.	Fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	Does beverage adhere to SB965?
dasani water	Water	8	0	0	0	Adheres
deja blue water	Water	8	0	0	0	Adheres
dole 100 % juice - apple juice	100% juice	8	110	0	0	Adheres
dole 100% juice - grape juice	100% juice	8	160	0	25	Adheres
dole 100% juice - orange juice	100% juice	8	110	0	36	Adheres
dole 100% juice - pineapple peach mango	100% juice	8	130	0	22	Adheres
dole 100% juice - ruby red grapefruit juice	100% juice	8	140	0	27	Adheres
dr. smoothie - 100% juice - four berry	100% juice	8	130	0	29	Adheres
dr. smoothie - 100% juice - mango tropics	100% juice	8	130	0	31	Adheres
dr. smoothie - 100% juice - pineapple paradise	100% juice	8	130	0	28	Adheres
dr. smoothie - 100% juice - strawberry	100% juice	8	130	0	27	Adheres
dr. smoothie - 100% juice - wild cherry cranberry	100% juice	8	130	0	31	Adheres
dr. smoothie - 100% juice - northwest berry	100% juice	8	120	0	29	Adheres
dr. smoothie - 100% juice - peach pear apricot	100% juice	8	130	0	28	Adheres
driftwood 100% apple juice	100% juice	8	55	0	31	Adheres
driftwood 100% grape juice	100% juice	4	60	0	15	Adheres
driftwood 100% orange juice	100% juice	4	110	0	18	Adheres
driftwood 100% wild berry blend juice	100% juice	8	120	0	27	Adheres
driftwood dairy - 1% chocolate milk	Sweetened milk, <=2%	8	170	3	29	Adheres
driftwood dairy - 1% milk	Unsweetened milk, <=2%	8	120	2.5	14	Adheres
driftwood dairy - buttermilk	Unsweetened milk, <=2%	8	110	2	12	Adheres
driftwood dairy - nonfat chocolate milk	Sweetened milk, <=2%	8	140	0	25	Adheres
driftwood dairy - nonfat milk	Unsweetened milk, <=2%	8	90	0	12	Adheres
driftwood dairy 100% juice - pineapple	100% juice	4	70	0	18	Adheres
edensoy milk - vanilla extra flavor	Milk Substitute	8.5	150	3	15	Adheres
everfresh 100% juice - apple juice	100% juice	8	110	0	29	Adheres
everfresh 100% juice - grapefruit juice	100% juice	8	100	0	22	Adheres
everfresh 100% juice - orange juice	100% juice	8	120	0	28	Adheres
everfresh 100% juice - purple grape juice	100% juice	8	130	0	31	Adheres
evian plain natural spring water	Water	8	0	0	0	Adheres
evolution 100% juice - carrot juice	100% juice	8	70	0.5	0	Adheres
evolution 100% juice - cold pressed apple	100% juice	8	140	0	8	Adheres
evolution 100% juice - fresh squeezed orange juice	100% juice	8	110	0	28	Adheres
evolution 100% juice - fresh squeezed organic orange juice	100% juice	8	110	0	23	Adheres
evolution 100% juice - grapefruit juice	100% juice	8	100	0	23	Adheres
evolution 100% juice - incredible vegetable	100% juice	8	90	0	22	Adheres
evolution 100% juice - mango/orange/pineapple	100% juice	8	90	0	19	Adheres
evolution 100% juice - organic apple	100% juice	8	140	0	20	Adheres
evolution 100% juice - organic v	100% juice	8	75	0.5	28	Adheres
evolution 100% juice - tangerine juice	100% juice	8	110	0	8	Adheres
evolution 100% juice - watermelon juice	100% juice	8	80	0	15	Adheres
fiji water	Water	8	0	0	0	Adheres
floridas natural 100% juices apple grape juice	100% juice	11.5	190	0	45	Adheres
floridas natural 100% juices apple juice	100% juice	11.5	170	0	41	Adheres



CAFETERIA SERVICES

AT HIGH DESERT HEALTH SYSTEM

County Food Policy - Sample List of Beverages Allowed

ATTACHMENT A

Item Name	Beverage Category	Serv size in fl. oz.	Fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	Does beverage adhere to SB965?
floridas natural 100% fruit medley	100% juice	11.5	170	0	0	Adheres
floridas natural 100% grape juice	100% juice	11.5	230	0	0	Adheres
floridas natural 100% juices grapefruit juice	100% juice	11.5	140	0	0	Adheres
floridas natural 100% juices kiwi strawberry	100% juice	11.5	170	0	0	Adheres
floridas natural 100% juices orange juice	100% juice	11.5	170	0	0	Adheres
floridas natural 100% juices orange pineapple	100% juice	11.5	160	0	0	Adheres
fun quenchers vitamin water	Juice/carbonated wat	8	50	0	0	Adheres
Gatorade - cool blue	Sports drink	8	50	0	0	Adheres
Gatorade - fruit punch	Sports drink	8	50	0	0	Adheres
Gatorade - lemon lime	Sports drink	8	50	0	0	Adheres
Gatorade frost - rip tide rush	Sports drink	8	50	0	0	Adheres
gatorade ice - lime	Sports drink	8	50	0	0	Adheres
gatorade ice - orange	Sports drink	8	50	0	0	Adheres
gatorade ice - strawberry	Sports drink	8	50	0	0	Adheres
giga 100% juice crazy kiwi	100% juice	11.5	200	0	0	Adheres
giga 100% juice twisted cherry juice	100% juice	11.5	190	0	0	Adheres
hansen's juice organic slam 100% fruit juice - paradise punch	100% juice	6.75	100	0	0	Adheres
hansen's juice organic slam 100% fruit juice - wild berry	100% juice	6.75	100	0	0	Adheres
hansen's natural 100% juice apple grape	100% juice	8	120	0	0	Adheres
hershey's fat free chocolate milk	Sweetened milk, <=2%	14	280	0	0	Adheres
hub's family 100% juice smoothie - mango peach	100% juice	8	130	0	0	Adheres
hub's family 100% juice smoothie - raspberry	100% juice	8	140	5	0.5	Adheres
hub's family 100% juice smoothie - strawberry	100% juice	8	112	0.5	0	Adheres
izzze - fortified - sparkling apple	Juice/carbonated wat	8.4	90	0	0	Adheres
izzze - fortified - sparkling blackberry	Juice/carbonated wat	8.4	90	0	0	Adheres
izzze - fortified - sparkling clementine	Juice/carbonated wat	8.4	80	0	0	Adheres
izzze - fortified - sparkling grapefruit	Juice/carbonated wat	8.4	90	0	0	Adheres
juicy juice 100% juice apple	100% juice	6.75	100	0	0	Adheres
juicy juice 100% juice berry	100% juice	8	120	0	0	Adheres
juicy juice 100% juice cherry	100% juice	8	120	0	0	Adheres
juicy juice 100% juice grape	100% juice	8	130	0	0	Adheres
juicy juice 100% juice kiwi strawberry	100% juice	8	120	0	0	Adheres
juicy juice 100% juice punch	100% juice	8	120	0	0	Adheres
juicy juice 100% orange tangerine	100% juice	8	120	0	0	Adheres
kirkland water	Water	8	0	0	0	Adheres
langer's 100% juice - apple juice	100% juice	8	120	0	0	Adheres
langer's 100% juice - cranberry juice blend	100% juice	8	140	0	0	Adheres
langer's 100% juice - mixed berry 7 juice blend	100% juice	8	120	0	0	Adheres
langer's 100% juice - pineapple juice	100% juice	8	130	0	0	Adheres
langer's 100% juice - purple grape juice	100% juice	8	160	0	0	Adheres
langer's h2o	Water	8	0	0	0	Adheres
le nature's ice water	Water	8	0	0	0	Adheres
minute maid 100% fruit medley	100% juice	10	140	0	0	Adheres
minute maid 100% grape juice	100% juice	8	120	0	0	Adheres

**CAFETERIA SERVICES  
AT HIGH DESERT HEALTH SYSTEM**

**County Food Policy - Sample List of Beverages Allowed**

Item Name	Beverage Category	Serv size in fl. oz.	Fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	Does beverage adhere to SB965?
minute maid 100% juice fruit punch	100% juice	8	120	0	30	Adheres
minute maid 100% juice orange tropical	100% juice	11.5	180	0	43	Adheres
minute maid 100% mixed berry	100% juice	8	120	0	28	Adheres
minute maid 100% orange juice	100% juice	8	110	0	24	Adheres
minute maid 100% orange juice with calcium	100% juice	8	110	0	24	Adheres
monterey bay beverage co 100% juice blends - lemonade	100% juice	10	207	0	32	Adheres
monterey bay beverage co 100% juice blends - orange	100% juice	10	74	0	10	Adheres
monterey bay beverage co 100% juice blends - kiwi-lime	100% juice	10	18	0	3	Adheres
monterey bay beverage co 100% juice blends - pina colada	100% juice	10	189	0	34	Adheres
monterey bay beverage co 100% juice blends - raspberry guava	100% juice	10	39	0	6	Adheres
monterey bay beverage co 100% juice blends - strawberry papaya kiwi	100% juice	10	107	0	14	Adheres
mott's 100% juice blends - grape juice	100% juice	14	230	0	55	Adheres
mr. j's klear splash premium water	Water	8	0	0	0	Adheres
naked 100% juice just apple	100% juice	10	160	0	35	Adheres
naked 100% juice tangerine scream	100% juice	8	130	0	24	Adheres
naked 100% juice carrot-o-copia	100% juice	8	80	0	12	Adheres
naked 100% juice just fresh oj	100% juice	8	110	0	22	Adheres
naked 100% juice strawberry banana	100% juice	8	120	0	23	Adheres
nantucket nectar - 100% juice - banana mango carrot	100% juice	8	120	0	28	Adheres
nantucket nectar - 100% juice - cloudy apple	100% juice	8	120	0	28	Adheres
nesquik - chocolate, 1%	Sweetened milk, <=2%	8	190	2.5	29	Adheres
nesquik white milk 1%	Unsweetened milk, <=2%	8	130	2.5	15	Adheres
niagara water	Water	8	0	0	0	Adheres
northland 100% juice cranberry	100% juice	8	40	0	5	Adheres
northland 100% juice cranberry-grape	100% juice	8	130	0	32	Adheres
northland 100% juice cranberry-raspberry	100% juice	8	140	0	30	Adheres
odwalla - 100% juice - mango tango	100% juice	8	150	1	30	Adheres
odwalla 100% carrot juice	100% juice	8	70	0	13	Adheres
odwalla 100% orange juice	100% juice	8	110	0	24	Adheres
pacific natural foods soy milk - vanilla	Milk Substitute	8	110	2.5	11	Adheres
penta h2o ultra purified drinking water	Water	8	0	0	0	Adheres
perrier naturally carbonated mineral water	Carbonated water	11.15	0	0	0	Adheres
powerade - fruit punch	Sports drink	8	50	0	14	Adheres
r.w. knudsen family recharge electrolyte replacement - grape	Sports drink	8	70	0	17	Adheres
r.w. knudsen family recharge electrolyte replacement - lemon	Sports drink	8	70	0	18	Adheres
r.w. knudsen family recharge electrolyte replacement - orange	Sports drink	8	70	0	17	Adheres
r.w. knudsen family recharge electrolyte replacement - tropical	Sports drink	8	70	0	17	Adheres
r.w. knudsen family sparkling boysenberry	Juice/carbonated wat	12	160	0	38	Adheres
r.w. knudsen family sparkling lemon-lime	Juice/carbonated wat	12	170	0	40	Adheres
r.w. knudsen family sparkling mandarin lime	Juice/carbonated wat	12	170	0	39	Adheres
r.w. knudsen family sparkling organic apple	Juice/carbonated wat	12	170	0	44	Adheres
r.w. knudsen family sparkling peach	Juice/carbonated wat	12	160	0	34	Adheres
r.w. knudsen family sparkling red raspberry	Juice/carbonated wat	12	200	0	44	Adheres

## CAFETERIA SERVICES

## AT HIGH DESERT HEALTH SYSTEM

## County Food Policy - Sample List of Beverages Allowed

ATTACHMENT A

Item Name	Beverage Category	Serv size in fl. oz.	Fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	Does beverage adhere to SB965?
r.w. knudsen spritzer black cherry	Juice/carbonated wat	12	180	0	39	Adheres
r.w. knudsen spritzer grape	Juice/carbonated wat	12	180	0	44	Adheres
r.w. knudsen spritzer jamaican lemonade	Juice/carbonated wat	12	160	0	38	Adheres
r.w. knudsen spritzer mango tadango	Juice/carbonated wat	12	170	0	40	Adheres
r.w. knudsen spritzer strawberry	Juice/carbonated wat	12	200	0	44	Adheres
r.w. knudsen spritzer tangerine	Juice/carbonated wat	12	200	0	46	Adheres
rice dream rice milk - original enriched	Milk Substitute	8	120	2.5	10	Adheres
silk soy milk - vanilla organic	Milk Substitute	11	140	5	11	Adheres
silk soymilk chocolate	Milk Substitute	11	200	5	26	Adheres
snapple 100% fruit punch	100% juice	11.5	170	0	40	Adheres
snapple 100% grape	100% juice	11.5	170	0	41	Adheres
snapple 100% green apple juice	100% juice	11.5	160	0	39	Adheres
snapple 100% orange mango juice	100% juice	11.5	160	0	42	Adheres
snapple lyfe water	Water	0	0	0	0	Adheres
soy dream original flavor, enriched	Milk Substitute	8	100	4	4	Adheres
soy dream vanilla flavor	Milk Substitute	8	140	4	10	Adheres
sparklets water	Water	24	0	0	0	Adheres
the switch naturally carbonated 100% apricot peach	100% juice	8	142	0	35	Adheres
the switch naturally carbonated 100% juice citrus blend	100% juice	8.3	140	0	34	Adheres
the switch naturally carbonated 100% juice fruit berry	100% juice	8	131	0	33	Adheres
the switch naturally carbonated 100% juice orange tangerine	100% juice	8.3	140	0	34	Adheres
the switch naturally carbonated 100% watermelon strawberry	100% juice	8.3	140	0	35	Adheres
treetop 100% apple juice	100% juice	8	120	0	26	Adheres
treetop 100% juice - apple raspberry	100% juice	11.5	180	0	35	Adheres
treetop 100% juice - apple-grape	100% juice	11.5	180	0	37	Adheres
treetop 100% juice - apple-pear	100% juice	6.76	100	0	21	Adheres
treetop 100% juice - berry	100% juice	6.76	100	0	21	Adheres
treetop 100% juice - fruit punch	100% juice	6.76	100	0	22	Adheres
treetop 100% juice - grape	100% juice	6.76	110	0	22	Adheres
treetop 100% juice - grapefruit	100% juice	10	130	0	25	Adheres
treetop 100% juice - kiwi strawberry	100% juice	10	130	0	30	Adheres
treetop 100% juice - mountain berry	100% juice	10	160	0	33	Adheres
treetop 100% juice - orange cherry mango	100% juice	10	170	0	33	Adheres
treetop 100% juice - orange passionfruit	100% juice	8	110	0	24	Adheres
treetop 100% juice - three apple blend	100% juice	10	150	0	33	Adheres
treetop 100% juice blends - bartlett pear	100% juice	10	150	0	29	Adheres
treetop 100% juice blends - harvest peach	100% juice	10	150	0	27	Adheres
treetop 100% juice blends - vineyard grape	100% juice	10	160	0	33	Adheres
treetop 100% orange juice	100% juice	10	150	0	31	Adheres
tropicana 100% juice - apple	100% juice	12	170	0	41	Adheres
tropicana 100% juice - fruit punch	100% juice	10	170	0	40	Adheres
tropicana pure premium 100% orange juice	100% juice	15.2	210	0	42	Adheres
tropicana pure premium 100% orange juice with calcium	100% juice	15.2	210	0	42	Adheres
v8 100% vegetable juice	100% juice	50	0	0	8	Adheres

## ATTACHMENT A

## Does

## ATTACHMENT A

12-28-05

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
annie's frozen yogurt-alaskan vanilla nonfat frozen	129	110	0	0	7	0	0	5.43	Adheres
annie's frozen yogurt-chocolate nonfat frozen yogurt	133	150	0	0.5	26	0	3	19.55	Adheres
austin-seanimal crackers	28	130	4	0.5	7	27.69	3.46	25	Adheres
back to nature-crispy cheddar crackers	28	130	4.5	0.5	0	31.15	3.46	0	Adheres
back to nature-crispy wheats	28	120	3.5	0	3	26.25	0	10.71	Adheres
bageltime low in carbs bagel bar-cinnamon raisin pecan flavor	45	100	2	0	0	18	0	0	Adheres
bageltime low in carbs bagel bar-multi-grain flavor	45	80	1.5	0	0	16.88	0	0	Adheres
bake crafters-alphabet pretzel packs	20	77	1	0	0	11.69	0	0	Adheres
bake crafters-animal cracker packs	26	127	4	1	8	28.35	7.09	30.77	Adheres
bake crafters-honey graham animal cookies	26	127	4	1	8	28.35	7.09	30.77	Adheres
bake crafters-mini alphabet cookies	31	132	4	1	8	27.27	6.82	25.81	Adheres
bake crafters-mini carrot loaf	57	160	6	1	14	33.75	5.63	24.56	Adheres
Baked Cheetos-Flamin' Hot, Crunchy	28	130	5	0.5	0	34.61	3.46	0	Adheres
baked chips - Baked! Lays - Cheddar and Sour Cream	28	120	3.5	1	3	26	7.5	10	Adheres
baked chips- baked! Lays -kc masterpiece bbq	28	120	3	0	2	23	0	7	Adheres
baked chips-baked! Doritos-cooler ranch	28	120	3.5	0.5	1	26	4	4	Adheres
baked chips-baked! lay's	28	110	1.5	0	2	12.27	0	7.14	Adheres
baked chips-baked! lay's-original	28	110	1.5	0	2	12.27	0	7.14	Adheres
baked chips-baked! lay's-sour cream & onion	28	120	3	0	3	22.5	0	10.71	Adheres
baked chips-handi foods-pita puffs-bbq	28	120	3	0	1	22.5	0	3.57	Adheres
baked chips-handi foods-pita puffs-cinnamon	28	120	3	0	3	22.5	0	10.71	Adheres
baked chips-handi foods-pita puffs-garlic & chive	28	120	3	0	0	22.5	0	0	Adheres
baked chips-handi foods-pita puffs-habanero hot	28	120	3	0	1	22.5	0	3.57	Adheres
baked chips-handi foods-pita puffs-ranch	28	120	3	0	0	22.5	0	0	Adheres
baked chips-handi foods-pita puffs-salsa	28	120	3	0	0	22.5	0	0	Adheres
baked chips-ruffles-original	28	120	3	0	2	22.5	0	7.14	Adheres
baked chips-stacy's pita chips-cinnamon sugar	28	140	5	0.5	6	32.14	3.21	21.43	Adheres
baked chips-stacy's pita chips-parmesan garlic & herb	28	140	5	0.5	1	32.14	3.21	3.57	Adheres
baker's wholesome baked goods-junior oatmeal	57	200	4	1	14	18	4.5	24.56	Adheres
baker's wholesome baked goods-junior oatmeal	57	190	3	0	15	14.21	0	26.32	Adheres
bare fruit 100% organic-organic dried apple chips,	18	43	0	0	10	0	0	55.56	Adheres
bare fruit 100% organic-organic dried apple chips, fuji	72	116	0	0	42	0	0	58.33	Adheres
bare fruit 100% organic-organic dried apple chips,	72	116	0	0	42	0	0	58.33	Adheres
bare fruit 100% organic-organic dried cherries	72	124	0	0	24	0	0	33.33	Adheres
bare fruit 100% organic-organic dried mango	72	236	1.77	0	56	6.75	0	77.78	Adheres
bare fruit 100% organic-organic dried pears	72	216	0	0	32	0	0	44.44	Adheres
beef jerky-oh boy! oberto-original-natural style	54	140	1.5	1	7	9.64	6.43	12.96	Adheres
biscomerica-born in the usa cookies	28	120	4	0.5	7	30	3.75	25	Adheres
biscomerica-magic cookies	28	120	4	0.5	7	30	3.75	25	Adheres
buena vista apple oatmeal bar	56.7	175	4.83	1.4	9.2	24.84	7.2	16.23	Adheres
buena vista raisin chocolate oat breakfast bar	56.7	175	5.01	1.4	9.3	25.77	7.2	16.4	Adheres
buena vista-double chocolate chip cookie,	56.7	236	9	2.26	18.55	34.32	8.62	32.72	Adheres
cake-gourmet treats-banana crème	78	230	8	2	25	31.3	7.83	32.05	Adheres
cake-gourmet treats-blueberry	78	230	8	2	24	31.3	7.83	30.77	Adheres

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal/ serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
cake-gourmet treats-chocolate crème	78	250	8	2	27	28.8	7.2	34.62	Adheres
cake-gourmet treats-lemon crème	78	240	8	1.5	25	30	5.63	32.05	Adheres
cake-gourmet treats-pound cake	78	240	8	2	26	30	7.5	33.33	Adheres
cal tropic-bbq almonds	42.5	248	21.75	1.5	3	78.93	5.44	7.06	Adheres
cal tropic-bbq peanuts	42.5	248	21	2.25	3.75	76.21	8.17	8.82	Adheres
cal tropic-chili with lime peanuts, extra hot	42.5	248	21	2.25	7.5	76.21	8.17	17.65	Adheres
cal tropic-chili with lime toasted corn snacks, extra hot	42.5	158	2.85	0.6	0.15	16.23	3.42	0.35	Adheres
cal tropic-ranch flavor toasted corn snacks	42.5	158	3.75	0.6	0.15	21.36	3.42	0.35	Adheres
cal tropic-sweet and natural dried papaya	42.5	140	0	0	16	0	0	37.65	Adheres
cal tropic-sweet and natural dried pineapple	42.5	117	0	0	15	0	0	35.29	Adheres
cal tropic-toasted and salted corn snacks	42.5	158	2.85	0.4	0.1	16.23	2.28	0.24	Adheres
california frozen yogurt sundae cup low fat-cookies	57	94	1	0.4	12	9.57	3.83	21.05	Adheres
california frozen yogurt sundae cup low fat-mint	57	94	1	0.4	12	9.57	3.83	21.05	Adheres
california frozen yogurt sundae cup low fat-mud pie	57	94	1	0.4	12	9.57	3.83	21.05	Adheres
california frozen yogurt sundae cup low fat-	57	70	0	0.1	11	0	1.29	19.3	Adheres
california frozen yogurt sundae cup low fat-	57	66	0	0.1	9	0	1.36	15.79	Adheres
explosion flavor	28	100	2.5	0	5.07	22.5	0	18.11	Adheres
candy-sconza-natural gummy bears	28	90	0	0	9	0	0	32.14	Adheres
cereal bar-keebler-journey bar-apple cinnamon	30	100	0.5	0	5	4.5	0	16.67	Adheres
cereal bar-keebler-journey bar-chocolate	53	190	3	0	13	14.21	0	24.53	Adheres
cereal bar-keebler-journey bar-peanut butter with	38	150	4	1	12	24	6	31.58	Adheres
cereal bar-kellogg's-nutrigrain-apple cinnamon	37	130	3	0.5	12	20.77	3.46	32.43	Adheres
chips-genisoy-soy crisps-apple cinnamon	28	120	3	0	4	22.5	0	14.29	Adheres
chips-genisoy-soy crisps-rich cheddar cheese	28	110	3	0	1	24.55	0	3.57	Adheres
chips-genisoy-soy crisps-tangy salt & vinegar	28	110	3	0	1	24.55	0	3.57	Adheres
chips-tumaro's gourmet tortillas-organic krispy	28	120	2.5	0	0	18.75	0	0	Adheres
chips-tumaro's gourmet tortillas-organic krispy	28	120	2.5	0	0	18.75	0	0	Adheres
crunchy puffs-tangy bbq-50% less fat	28	120	3.5	0	2	26.25	0	7.14	Adheres
classic foods inc. caramel crunch	42	165	1.5	0	9	8.18	0	21.43	Adheres
classic foods inc. hot and crunchy cheese curls 1.5 oz	43	200	7	1	2	31.5	4.5	4.65	Adheres
classic foods inc. potato crisps-barbecue	14.18	50	0.75	0	3	13.5	0	21.16	Adheres
classic foods inc. potato crisps-sour cream and onion	14.15	50	0.75	0	3	13.5	0	21.2	Adheres
classic foods inc. pretzels	42.53	180	1.5	0	0	7.5	0	0	Adheres
classic foods inc. white cheddar popcorn	19	80	3	0.5	2	33.75	5.63	10.53	Adheres
cold fusion fantasy frozen cup	71	110	2	1	15	16.36	8.18	21.13	Adheres
cold fusion power pop frozen chocolate fantasy	73	110	2	1	15	16.36	8.18	20.55	Adheres
cookie-basil's-animal crackers	28	122	3.1	0.5	8.2	22.87	3.69	29.29	Adheres
cookie-buena vista-linda's-snickerdoodle-reduced fat	56	212	6.8	1.65	18.55	28.87	7	33.13	Adheres
cookie-buena vista-linda's-sugar-reduced fat	56	212	6.8	1.65	18.55	28.87	7	33.13	Adheres

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
cookie-buzz strong's bakery peanut butter cookie	57	220	7	1	16	28.64	4.09	28.07	Adheres
cookies-austin-zoo animal crackers	60	250	4	1	14	14.4	3.6	23.33	Adheres
cookies-general-buena vista-linda's-chocolate chip-	70.9	249	6.75	2.75	23.2	24.4	9.94	32.72	Adheres
cookies-general-gourmet treats-krispies and cream	45	180	4.5	0	11	22.5	0	24.44	Adheres
cookies-general-stauffer's-animal crackers	30	120	2	0	7	15	0	23.33	Adheres
cookies-keebler-elf graham's-chocolate	28	120	4.5	1	7	33.75	7.5	25	Adheres
cookies-keebler-elf graham's-cinnamon	28	130	4.5	1	6	31.15	6.92	21.43	Adheres
cookies-keebler-elf graham's-original	28	120	4.5	1	6	33.75	7.5	21.43	Adheres
cookies-keebler-scooby doo! graham cracker sticks-	29	130	4	0.5	8	27.69	3.46	27.59	Adheres
cookies-mrs. goodcookie-jungle crackers-low fat	28	120	3	0	7	22.5	0	25	Adheres
corn nuts-barbeque	28	130	4.5	0.5	1	31	3	4	Adheres
corn nuts-nacho cheese	28	130	5	1	0	35	7	0	Adheres
corn nuts-original	28	120	4.5	0.5	0	34	4	0	Adheres
corn nuts-ranch	28	130	5	1	0	35	7	0	Adheres
corns nuts-chile picante con linon	28	130	4.5	0.5	0	31	3	0	Adheres
cracker snack-nabisco-ritz-dinosaurs	30	130	4	1	3	27.69	6.92	10	Adheres
crackers-combos generation max-hot 'n spicy	30.1	130	5	0	1	34.62	0	3.32	Adheres
crackers-nabisco-wheat thins-100 calorie pack	22	100	3	0	2	27	0	9.09	Adheres
crackers-pepperidge farms-goldfish-flavor blasted-	21.3	100	3	1	0	27	9	0	Adheres
crackers-sunshine-cheez-it-reduced fat	30	130	4	1	0	27.69	6.92	0	Adheres
crackers-xengaru fun foods-pizzettos-original	43	170	3	0	2	15.88	0	4.65	Adheres
crackers-xengaru fun foods-pizzettos-simply crust	43	170	3.5	1	1	18.53	5.29	2.33	Adheres
crackers-xengaru fun foods-pizzettos-sweet hickory	43	170	3	0	2	15.88	0	4.65	Adheres
crunchies food company-mango crunchies	28	90	0	0	21	0	0	75	Adheres
crunchies food company-mixed fruit crunchies	28	98	0	0	22	0	0	78.57	Adheres
crunchies food company-pineapple crunchies	28	100	0.5	0	24	4.5	0	85.71	Adheres
crunchies food company-raspberry crunchies	28	100	1	0	17	9	0	60.71	Adheres
crunchies food company-strawberry crunchies	28	98	1	0	12	9.18	0	42.86	Adheres
crunchies food company-tropical fruit crunchies	28	98	1	0	22	9.18	0	78.57	Adheres
dakota gourmet amazing corn-cool ranch flavor	28.35	104	2.47	0.36	1	21.38	3.12	3.53	Adheres
dakota gourmet honey nutz	28	140	6	1	3	38.57	6.43	10.71	Adheres
dippin dots-fudge-no sugar added-fat free	85	92	0	0	7	0	0	8.24	Adheres
dole fruit bowl-diced peaches	113	70	0	0	17	0	0	15.04	Adheres
dole fruit bowl-mandarin orange	113	70	0	0	17	0	0	15.04	Adheres
dole fruit bowl-mixed fruit	113	70	0	0	17	0	0	15.04	Adheres
dole fruit bowl-pear	113	70	0	0	17	0	0	15.04	Adheres
dole fruit bowl-pineapple tidbits	113	70	0	0	17	0	0	15.04	Adheres
dole pineapple tidbit cup	113	60	0	0	14	0	0	12.39	Adheres
dole tropical fruit cup	113	80	0	0	17	0	0	15.04	Adheres
double b natural style beef jerky-hot and spicy flavor	28	60	1	0	1	15	0	3.57	Adheres
double b natural style beef jerky-original flavor	28	60	1	0	3	15	0	10.71	Adheres
dried fruit-mr. nature-raisins	28	90	0	0	20	0	0	71.43	Adheres
dried fruit-no sugar added-zoria farmer's cornicopia	34	83	0.15	0.02	16.2	1.63	0.22	47.65	Adheres
energy bar-clif bar-zbar-chocolate brownie	19.5	70	1	0	1	12.86	0	5.13	Adheres
energy bar-clif bar-zbar-chocolate chip	27	230	3	0	3	11.74	0	11.11	Adheres



County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
energy bar- chf bar-zbar-peanut butter	28	120	3	0	9	22.5	0	32.14	Adheres
flat earth apple cinnamon orchard fruit crisps	28	130	4.5	1	6	31.15	6.92	21.43	Adheres
flat earth cheedar vegetable crisps	28	130	5	1	3	34.62	6.92	10.71	Adheres
floridas natural nuggets in juice box	43	130	0	0	14.02	0	0	32.6	Adheres
floridas natural nuggets in pouch	14.33	43	0	0	4.67	0	0	32.59	Adheres
floridas natural nuggets in zipper pouch	43	130	0	0	14.02	0	0	32.6	Adheres
floridas natural sour sting snacks in dispenser	43	130	0	0	14.49	0	0	33.7	Adheres
floridas natural sour sting snacks in pouch	14.33	43	0	0	4.83	0	0	33.7	Adheres
fresh fruit-del monte-fruit crisp-dried peaches 100%	43	130	0	0	14.49	0	0	33.7	Adheres
frito-lav smoked almonds	113	60	0	0	12	0	0	30.67	Adheres
fruit snacks-del monte-mixed fruit-jelly syrup	35.4	220	18	2	1	73.64	8.18	2.82	Adheres
fruit snacks-fruit leather-stretch island-true tropical	113	80	0	0	19	0	0	16.81	Adheres
fruit snacks-treetop flat fruit grape	14	45	0	0	9	0	0	64.29	Adheres
general mills cinnamon toast crunch crisps	14	50	0	0	11	0	0	78.57	Adheres
genisoy zesty bbq soy crisps	28	120	3	1	9	22.5	7.5	32.14	Adheres
graham cookies-choc. vanilla cinnamon bun	28	120	3	0	2	22.5	0	7.14	Adheres
graham cookies-cinnamon-trench toast	50	230	8	2.5	13	31.3	9.78	26	Adheres
graham crackers-kebler honey graham	50	230	8	2.5	13	31.3	9.78	26	Adheres
graham crackers-mrs. goodcookie-belly bears	31	140	4	1	7	25.71	6.43	22.58	Adheres
graham crackers-mrs. goodcookie-belly bears-honey	28	120	4	0	7	30	0	25	Adheres
graham crackers-mrs. goodcookie-belly bears-honey	28	120	4	0	7	30	0	25	Adheres
graham crackers-nabisco-teddy grahams-chocolate	35	150	5	1	10	30	6	28.57	Adheres
graham crackers-teddy grahams cinnamon	30	130	4	1	8	27.69	6.92	26.67	Adheres
granola bar-nature valley-crunchy-banana nut	55	200	5	1.5	14	22.5	6.75	25.45	Adheres
granola bar-nature valley-crunchy-majale brown	42	180	6	0.5	11	30	2.5	26.19	Adheres
granola bar-nature valley-crunchy-oats in honey	42	180	6	0.5	11	30	2.5	26.19	Adheres
granola bar-nature valley-crunchy-pretzel butter	42	180	7	1	11	35	5	26.19	Adheres
halia foods healthy grain puffs	43	151	0.4	0	3.7	2.38	0	8.6	Adheres
handi foods uncle georges pita chips mild salsa low	43	190	5	0.5	0	23.68	2.37	0	Adheres
handi foods uncle georges pita chips bbq low fat	20	90	3	0.5	0	30	5	0	Adheres
handi foods uncle georges pita chips cinnamon low	20	90	3	0.5	0	30	5	0	Adheres
handi foods uncle georges pita chips original low fat	43	190	6	0.5	0	28.42	2.37	0	Adheres
handi foods uncle georges pita chips ranch low fat	43	190	5	0.5	0	23.68	2.37	0	Adheres
handi foods uncle georges pita chips super hot	43	190	5	0.5	1	23.68	2.37	2.33	Adheres
heart thrive vegan energy bar-apple	56	164	1.9	0.13	8	10.43	0.71	14.29	Adheres
heart thrive vegan energy bar-apricot	56	160	1.9	0.27	5	10.69	1.52	8.93	Adheres
heart thrive vegan energy bar-chocolate chip	56.7	183	3	0.22	10	14.75	1.07	17.64	Adheres
heart thrive vegan energy bar-cranberry	56	176	1.9	0.19	7	9.72	0.97	12.5	Adheres
heart thrive vegan energy bar-date	56	175	1.9	0.19	12	9.5	0.95	21.43	Adheres
heart thrive vegan energy bar-poppysseed	56	175	2.6	0.3	8	13.37	1.54	14.29	Adheres
heart thrive vegan energy bar-raisin	56.7	174	1.6	0.23	12	8.28	1.16	21.16	Adheres
ice cream bar/cone-blue bunny-roof daze-fudge	57	90	1.5	1	12	15	10	21.05	Adheres
ice cream-soft serve-its funella	100	118	0	0	17	0	0	17	Adheres
ice cream-soft serve-very vanilla	100	126	0	0	16	0	0	18	Adheres

## County Food Policy - Sample List of Foods Allowed

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
italian ice-o.c. fruit ice blackberry	70	52	0	0	17.9	0	0	25.57	Adheres
italian ice o.c. fruit ice-lemon	106	90	0	0	22.4	0	0	21.13	Adheres
italian ice-o.c. fruit ice-mango	106	97	0	0	21	0	0	19.81	Adheres
italian ice o.c. fruit ice-strawberry	106	79	0	0	21.5	0	0	20.28	Adheres
jerry gourmet ch boy! oberto-beef jerky-teriyaki	28	80	1	0	5	11.7%	0	17.86	Adheres
jerrys gourmet jerky-hot beef jerky	28	90	2.5	1	0	25	10	0	Adheres
jerrys gourmet jerky-lemon pepper beef jerky	28	90	2.5	1	0	25	10	0	Adheres
jerrys gourmet jerky-original beef jerky	28	90	2.5	1	2	25	10	7.14	Adheres
jerrys gourmet jerky-original turkey jerky	28	120	4.5	1	3	33.75	7.5	10.71	Adheres
jerrys gourmet jerky-teriyaki beef jerky	28	80	0	0.05	3	0	0.56	10.71	Adheres
Kellogg's Rice Krispies Treats	22	90	2.5	1	7	25	10	31	Adheres
kettle valley fruit bar-grape	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-raspberry	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-sour apple	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-strawberry	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-tropical	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-watermelon	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
kettle valley fruit bar-wild berry	20	68	0.3	0	11.5	3.97	0	57.5	Adheres
knotts berry farm-strawberry fruit and grain bar	50	195	5	1	16	23.08	4.62	32	Adheres
krouse applesauce cup	113	80	0	0	14	0	0	12.39	Adheres
kraft ritz sticks	28	130	5	1	3	34.62	6.92	10.71	Adheres
kraft teddy grahams chocolate	21	90	3	0.5	6	30	5	28.57	Adheres
kraft teddy grahams cinnamon	14	60	2	0	3	30	0	21.43	Adheres
krispy salting crackers	12	50	1	0	0	18	0	0	Adheres
la vencedora black bean and garlic chips	42.5	190	7	0	0	33.16	0	0	Adheres
la vencedora black bean and jalapeno chips	42.5	190	7	0	0	33.16	0	0	Adheres
link snacks-jack links beef steak jerky, teriyaki	28	80	1	0	5	11.25	0	17.86	Adheres
link snacks-jack links beef steak nuggets	28	70	1	0.5	6	12.86	6.43	21.43	Adheres
lion raisins	42.5	130	0	0	0	0	0	0	Adheres
mi vida/boy life vanilla cocoa with sugar pastry	28	180	6	1.5	0.5	30	7.5	1.79	Adheres
mighty mo machines-flavored soy nuts cajun	28	120	4	0.5	1	30	3.75	3.57	Adheres
mighty mo machines-flavored soy nuts ranch	28	120	4	0.5	1	30	3.75	3.57	Adheres
mighty mo machines-flavored soy nuts-original	28	120	4	0.5	1	30	3.75	3.57	Adheres
mijn marketing-honey graham crackers	25.5	97	3.12	0.47	6.12	28.95	4.36	24	Adheres
mijn marketing-strawberry waffle grahams	25.52	106	2.94	0.73	5.71	24.96	6.2	22.37	Adheres
mijn marketing-vanilla dinosaur grahams	25.52	106	2.94	0.5	6.01	24.96	4.25	23.55	Adheres
mott's applesauce individual cup	113	100	0	0	22	0	0	19.47	Adheres
mrs good-ookie cinnamon belly beans graham	28	130	4	0	7	27.69	0	25	Adheres
mrs good-ookie super stars cookies	28	120	4	0	7	30	0	25	Adheres
nabisco crunchy roasted corn nuts original flavor	28	120	4.5	0.5	0	33.75	3.75	0	Adheres
nonni's new york style bagel chips plain	35	160	6	1	3	33.75	5.63	8.57	Adheres
nuts-mr. nature-almonds-salted	28	175	16	1.3	1	82.29	6.69	3.57	Adheres
o'briens meat snacks-honey cured turkey stick	24.8	50	1.5	0	4	27	0	16.13	Adheres
old wisconsin sausage-turkey snack stick	21	40	1.5	0	0	33.75	0	0	Adheres
other chips-california classics-cheese balls	43	190	7	1	2	33.16	4.74	4.65	Adheres

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standard:?
peace cereals essential 10 cereal	55	170	3	0.5	6	15.88	2.65	10.91	Adheres
peace cereals golden honey granola	55	240	6	0.5	10	22.5	1.88	18.18	Adheres
peace cereals hearty raisin bran with crunchy oat	55	190	2	0	17	9.47	0	30.91	Adheres
peace cereals vanilla almond crisp	55	240	6	0.5	11	22.5	1.88	20	Adheres
peace cereals wild berry low fat crisp	55	210	1.5	0	12	6.43	0	21.82	Adheres
pepperidge farms giant goldfish grahams-chocolate	25.5	120	3.5	1	6	26.25	7.5	23.53	Adheres
pepperidge farms giant goldfish grahams-cinnamon	25.5	120	4	1	6	30	7.5	23.53	Adheres
pepperidge farms goldfish edibles lemon baked	25.52	120	4	1	7	30	7.5	27.43	Adheres
pepperidge farms goldfish edibles vanilla baked	26	120	4	1	6	30	7.5	23.08	Adheres
pepperidge farms parmesan goldfish crackers	21.26	90	3	1	0	30	10	0	Adheres
pepperidge farms pretzel goldfish	21.26	90	2	0	0	20	0	0	Adheres
pita chips-stacy's simply baked pita chips baked	28	130	5	0.5	0.5	34.62	3.46	1.79	Adheres
pita snax pita chips-honey and wheat flavor	28	120	2.5	0	3	18.75	0	10.71	Adheres
pita snax pita chips-tapatzo and cheese flavor	28	120	2.5	0	1	18.75	0	3.57	Adheres
pita snax pita chips-sea salt flavor	28	120	2.5	0	0	18.75	0	0	Adheres
pita snax pita chips sun dried tomato and basil	28	120	2.5	0	1	18.75	0	3.57	Adheres
pita snax pita chips white cheddar flavor	28	120	3.5	0	1	26.25	0	3.57	Adheres
poore brothers butter pretzel braids	42	165	2.25	0	1.5	12.27	0	3.57	Adheres
poore brothers honey wheat pretzel braids	42	165	2.25	0	6	12.27	0	14.29	Adheres
poore brothers mini pretzel braids	28	110	1.5	0	1	12.27	0	3.57	Adheres
popsicle-blue bunny-carb freedom-fruit juice bar-	51	15	0	0	3	0	0	5.88	Adheres
popsicle-blue bunny-carb freedom-fruit juice bar-	51	15	0	0	3	0	0	5.88	Adheres
popsicle blue bunny-carb freedom-fruit juice bar-	51	15	0	0	3	0	0	5.88	Adheres
popsicle-darigold-cherry phenixle super pop	127	90	0	0	18	0	0	14	Adheres
popsicle-fruit pops-bine	112	110	0	0	24	0	0	21	Adheres
popsicle fruit pops-strawberry	112	110	0	0	20	0	0	18	Adheres
pretzels super-darigold-freeze-dried white and blue	127.58	80	0	0	14	0	0	14	Adheres
pretzels-rimbos gourmet almond raisin crunch	30.1	110	1	0	2	8.18	0	6.64	Adheres
pretzel-snyder's-of-hanover-snack	28	110	1	0	0	8.18	0	0	Adheres
pretzel-snyder's-pretzel mix	28	110	1	0	0	8	0	0	Adheres
pretzels-fold gold classic tiny twists	28	110	1	0	1	8	0	4	Adheres
pretzels-snack chips buttery	30	120	1.5	0	1	11.25	0	3.33	Adheres
pretzels-snyder's-of-hanover-mini pretzels-fat free all	28	110	0	0	0.5	0	0	1.79	Adheres
pretzels super snax-pretzel popcorns cheesy nacho	42.5	170	5	1	2	26.47	5.29	4.71	Adheres
pretzels super snax-pretzel popcorns cool ranch	42.5	170	5	1	2	26.47	5.29	4.71	Adheres
pretzel super snax-pretzel popcorns buffalo hot	42.5	170	5	1	2	26.47	5.29	4.71	Adheres
quaker hill farm chocolate mini-mint chocolate	28.4	114	3	1	7	23.68	7.89	24.65	Adheres
rising dough bakery chocolate chip cookie	85	180	2	1	20	10	5	23.53	Adheres
rockview dairy yogurt low fat-blueberry	227	230	2	1	40	7.83	3.91	17.62	Adheres
rockview dairy yogurt low fat-boyseberry	227	220	2	1	38	8.18	4.09	16.74	Adheres
rockview dairy yogurt low fat-lemon	227	240	2	1	43	7.5	3.75	18.94	Adheres
rockview dairy yogurt low fat-peach	227	230	2	1	40	7.83	3.91	17.62	Adheres
rockview dairy yogurt low fat-pineapple	227	220	2	1	37	8.18	4.09	16.3	Adheres
rockview dairy yogurt low fat-plain	227	150	2	1.5	17	12	9	7.49	Adheres

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
rockview dairy yogurt low fat-raspberry	227	230	2	1	40	7.83	3.91	17.62	Adheres
rockview dairy yogurt low fat-strawberry	227	230	2	1	40	7.83	3.91	17.62	Adheres
rockview dairy yogurt low fat-strawberry/banana	227	230	2	1	40	7.83	3.91	17.62	Adheres
seapoint farms edamame dry roasted	30	130	4	0.5	1	27.69	3.46	3.33	Adheres
simply blues whole wheat honey bun	75	250	8	2	10	28.8	7.2	13.33	Adheres
snack masters beef jerky hot and spicy	28	80	1	0	2	11.25	0	7.14	Adheres
snack masters beef jerky original flavor	28	80	1	0	3	11.25	0	10.71	Adheres
snack masters turkey jerky hot and spicy	28	70	1	0	3	12.86	0	10.71	Adheres
snack masters turkey jerky original	28	80	1	0	3	11.25	0	10.71	Adheres
snack masters turkey jerky teriyaki	28	80	0.5	0	4	5.63	0	14.29	Adheres
snack mix-gardetto's-reduced fat original recipe mix	30	130	4	1	1	28	7	1	Adheres
snak club buffalo sunflower kernels	42.53	240	21	2	1	78.75	7.5	2.35	Adheres
snak club chili lentils habas	35.44	160	6	1	0	33.75	5.63	0	Adheres
snak club chilositos (garbanzo beans)	42.53	156	4	1	0	23.08	5.77	0	Adheres
snak club corn crunch natural butter flavor	42.53	166	3	0	0	16.27	0	0	Adheres
snak club corn crunch natural caramel flavor	42.53	174	0	0	2	0	0	4.7	Adheres
snak club corn crunch natural hot and spicy flavor	42.53	166	3	0	0	16.27	0	0	Adheres
snak club crunchy peanuts	42.53	210	10	2	0	42.86	8.57	0	Adheres
snak club habas (lima beans with chili and lemon)	42.53	198	7	1	0	31.82	4.55	0	Adheres
snak club hot and sour raisins	42.53	130	0	0	25	0	0	58.78	Adheres
snak club japanese peanuts	42.53	213	10	2	0	42.25	8.45	0	Adheres
snak club japanese peanuts with chili	42.53	221	9	2	0	36.65	8.14	0	Adheres
snak club mini pretzels	42.53	156	0	0	0	0	0	0	Adheres
snak club peanut butter pretzels	24.94	108	3.24	0.4	1.64	27.03	3.33	6.58	Adheres
snak club peanuts roasted and salted	35.44	201	18	2	0	80.6	8.96	0	Adheres
snak club peanuts with chili and lemon	35.44	201	18	2	0	80.6	8.96	0	Adheres
snak club raw almonds	21.26	128	11	1	0	77.34	7.03	0	Adheres
snak club sour raisins	42.53	130	0	0	25	0	0	58.78	Adheres
snak club tamarind with chili	21.26	68	0	0	4	0	0	18.81	Adheres
snyder's of hanover garlic bread nibblers	28	130	3	1	0	20.77	5.92	0	Adheres
snyder's of hanover pretzel chips	28	110	1	0	0	8.18	0	0	Adheres
snyder's of hanover sourdough fat-free nibblers	28	120	0	0	0.5	0	0	1.79	Adheres
sommars ovens granola with raisins	55	210	5	0.5	10	21.43	2.14	18.18	Adheres
sommars ovens granola with no nuts	56	220	8	1	13	32.73	4.09	23.21	Adheres
stacy's partner-by-galia and herb pita chips	28	140	5	0.5	1	32.14	3.21	3.57	Adheres
stacy's white cheddar soy thin crisps	26	106	2.5	0	1	21.23	0	3.85	Adheres
stretch island fruit co. fruitabu organic smoothies	12	35	0	0	7	0	0	58.33	Adheres
stretch island fruit co. fruitabu organic smoothies	14	45	0	0	10	0	0	71.43	Adheres
stretch island fruit leather berry blackberry	14	45	0	0	11	0	0	78.57	Adheres
stretch island fruit leather chunky cherry	14	45	0	0	11	0	0	78.57	Adheres
stretch island fruit leather great grape	14	45	0	0	9	0	0	64.29	Adheres
stretch island fruit leather mucho mango	14	45	0	0	12	0	0	85.71	Adheres
stretch island fruit leather rare raspberry	14	45	0	0	8	0	0	57.14	Adheres
stretch island fruit leather sweet strawberry	14	45	0	0	7	0	0	50	Adheres
stretch island fruit leather tangy apricot	14	45	0	0	7	0	0	50	Adheres

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
stretch island fruit leather truly tropical	14	45	0	0	9	0	0	64.29	Adheres
stretch island fruit leather wild apple	14	45	0	0	9	0	0	64.29	Adheres
sunflower seeds/kernels-dakota gourmet-blaze-in	28.35	170	16	1.5	1	84.71	7.94	3.53	Adheres
sunflower seeds/kernels dakota gourmet-lightly	28.35	168	14	1.5	0.88	75	8.04	3.1	Adheres
sunkist apricot fruit roll	21.2	70	0	0	8	0	0	37.74	Adheres
super snack pretzel poppers sour cream and onion	42	170	6	1.5	2	31.76	7.94	4.76	Adheres
super snack wild things animal crackers	42	180	4.5	1.5	9	22.5	7.5	21.43	Adheres
sweet home farms crunchy essential 10 bran flakes	55	170	3	0	9	15.88	0	16.36	Adheres
sweet home farms french vanilla crisp cereal	55	210	6	0.5	11	25.71	2.14	20	Adheres
sweet home farms low fat granola with raisins	55	180	3	0.5	15	15	2.5	27.27	Adheres
traster pastry-kabobs-frosted brown sugar pop tarts	50	210	7	2	16	30	9	32	Adheres
trail mix-dakota gourmet-s'more trail mix-cocoa	35.44	140	4.5	1	10	28.93	6.43	28.22	Adheres
treetop applesauce	113	70	0	0	14	0	0	12.39	Adheres
treetop flat fruit fruit and veggie bar	40	140	0	0	0	0	0	0	Adheres
treetop flat fruit fruit energy bar apple/cherry/berry	40	140	0	0	0	0	0	0	Adheres
treetop flat fruit fruit snacks strawberry	14	50	0	0	0	0	0	0	Adheres
tropicana fruit wise bars cherry berry	40	140	0	0	32	0	0	80	Adheres
tropicana fruit wise bars orange citrus	40	140	0	0	32	0	0	80	Adheres
tropicana fruit wise bars strawberry	40	140	0	0	32	0	0	80	Adheres
tropicana fruit wise fruit strips cherry	19	70	0	0	15	0	0	78.95	Adheres
tropicana fruit wise fruit strips fruit punch	19	70	0	0	15	0	0	78.95	Adheres
tropicana fruit wise fruit strips grape	19	70	0	0	15	0	0	78.95	Adheres
tropicana fruit wise fruit strips raspberry	19	70	0	0	15	0	0	78.95	Adheres
tropicana fruit wise fruit strips strawberry	19	70	0	0	15	0	0	78.95	Adheres
tropicana fruit wise fruit strips wildberry	19	70	0	0	15	0	0	78.95	Adheres
tumaro' kruspy crunchy puffs - ranch and herb flavor	28	130	4	0	2	27.69	0	7.14	Adheres
upstate farms blueberry nonfat yogurt	113	110	0	0	20	0	0	17.7	Adheres
upstate farms cherry vanilla nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
upstate farms peach nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
upstate farms plain nonfat yogurt	113	60	0	0	7	0	0	6.19	Adheres
upstate farms raspberry nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
upstate farms strawberry banana nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
upstate farms strawberry nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
upstate farms vanilla nonfat yogurt	113	90	0	0	16	0	0	14.16	Adheres
wafers-mrs. goodcookie-vanilla	28	130	4	0	7	27.69	0	25	Adheres
well's blue bunny cool daze chocolate sundae crunch	75	160	5	1.5	16	28.13	8.44	21.33	Adheres
well's blue bunny cool daze-orange sherbet cup	63	90	1	0	18	10	0	28.57	Adheres
well's blue bunny cool daze-strawberry sundae	73	160	5	1	16	28.13	5.63	21.92	Adheres
xinguan fun foods pizzettos hot and spicy	28	105	2.7	0	0	23.14	0	0	Adheres
xyience chili-nacho snack chips	30	110	3.5	0	0	28.64	0	0	Adheres
xyience crispy parmesan snack chips	30	110	3.5	0	0	28.64	0	0	Adheres
xyience lemon herb snack chips	30	110	3.5	0	0	28.64	0	0	Adheres
yonson yogurt low fat blueberry	227	250	2	1	39	7.2	3.6	17.18	Adheres
yonson yogurt low fat boysenberry	227	240	2	1	37	7.83	3.91	16.3	Adheres

County Food Policy - Sample List of Foods Allowed

ATTACHMENT A

Item Name	Serving size (gms)	Cal / serving	Tot fat (gms) / serving	Sat fat (gms) / serving	Sugar (gms) / serving	% Fat	% Sat Fat	% Sugar	Does item adhere to SB12 standards?
yonson yogurt low fat peach	227	240	2	1	39	7.5	3.75	17.18	Adheres
yonson yogurt low fat raspberry	227	240	2	1	39	7.5	3.75	17.18	Adheres
yonson yogurt low fat strawberry	227	250	2	1	39	7.2	3.6	17.18	Adheres

**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER**

**EXHIBIT B**

**PRICING SCHEDULE**

- |                          |                      |
|--------------------------|----------------------|
| <b>1. Monthly charge</b> | <b>Annual charge</b> |
| \$3,260 monthly          | \$39,120 annually    |
- 2. Optional services (estimated) – fee for service basis**
- A. Incidental**
- |              |                |
|--------------|----------------|
| \$80 monthly | \$960 annually |
|--------------|----------------|
- B. Special functions**
- |               |                  |
|---------------|------------------|
| \$250 monthly | \$3,000 annually |
|---------------|------------------|
- C. Ordinance meals**
- |               |                  |
|---------------|------------------|
| \$250 monthly | \$3,000 annually |
|---------------|------------------|
- Subtotal of A, B and C:**
- |               |                  |
|---------------|------------------|
| \$580 monthly | \$6,960 annually |
|---------------|------------------|
- Potential annual increase (25%) of A, B and C:**
- |  |                  |
|--|------------------|
|  | \$1,740 annually |
|--|------------------|
- 3. Start up equipment not to exceed \$28,000 in the first year. An additional \$10,000 is budgeted each year for the second through fifth years for cafeteria replacement equipment purchases.**

**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER**

**EXHIBIT C**

**COUNTY'S ADMINISTRATION**

**FACILITY CONTRACT MANAGER**

**Name:** Tim Moore, Assistant Administrator

**Address** High Desert Health System  
44900 North 60<sup>th</sup> Street West  
Lancaster, CA 93536

**Telephone:** (661) 945-8362

**Email:** tmoore@dhs.lacounty.gov

**FACILITY CONTRACT MONITOR**

**Name:** Karen Peterson

**Address** High Desert Health System  
44900 North 60<sup>th</sup> Street West  
Lancaster, CA 93536

**Telephone:** (661) 945-8493

**Email:** kpeterson@dhs.lacounty.gov



**CONCESSION CAFETERIA SERVICES  
AT  
HIGH DESERT HEALTH SYSTEM MULTI-SERVICE AMBULATORY CARE CENTER**

**EXHIBIT D**

**CONTRACTOR'S REPRESENTATIVE AND AUTHORIZED OFFICIAL(S)**

**Name:** Bijan Yadegar

**Address:** 1875 Century Park East, Suite A  
Los Angeles, CA. 90067

**Phone:** (310) 772-2829

**Email:** [Bijan@trimana.com](mailto:Bijan@trimana.com)

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

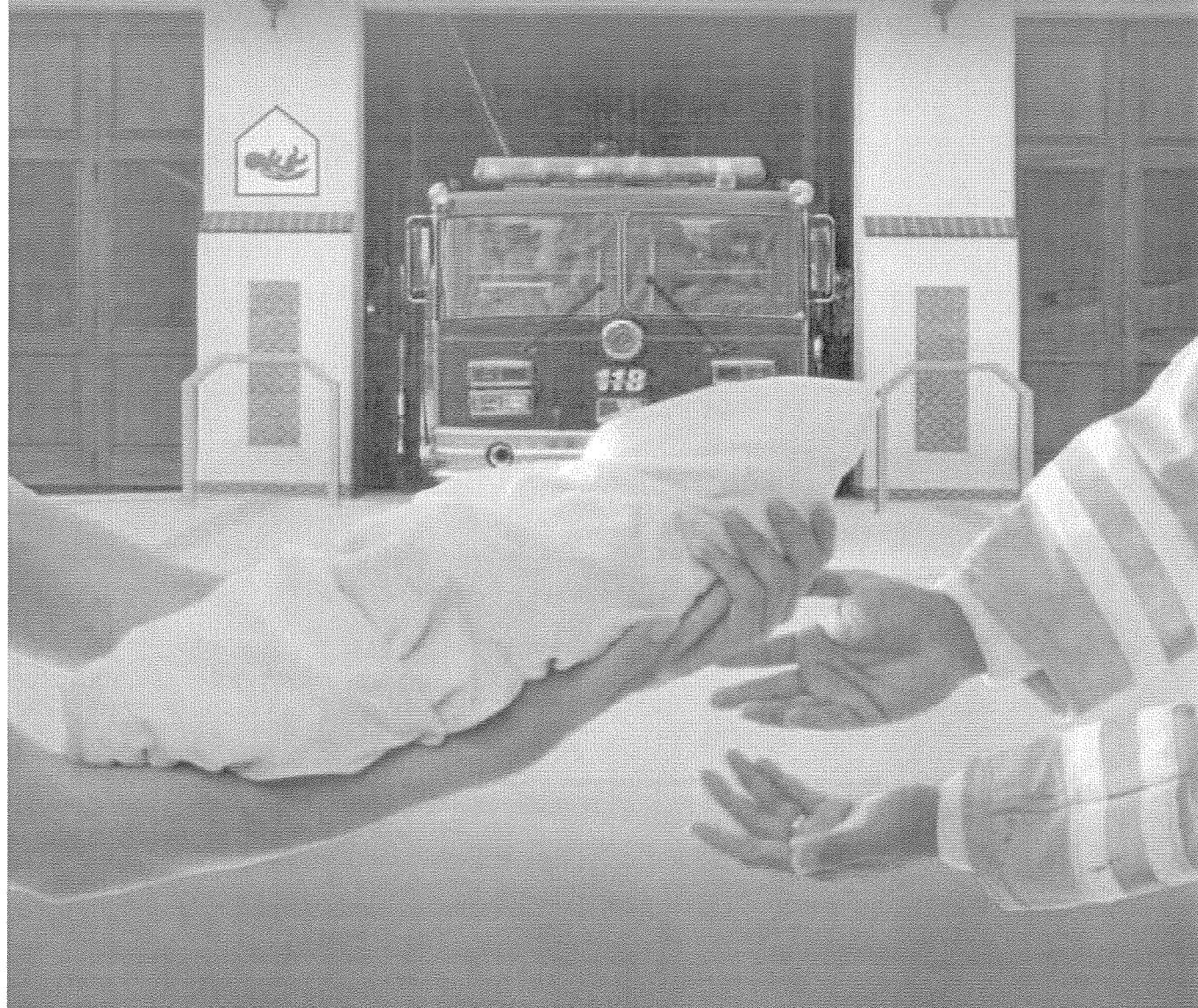
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

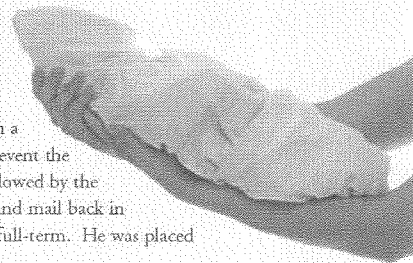
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

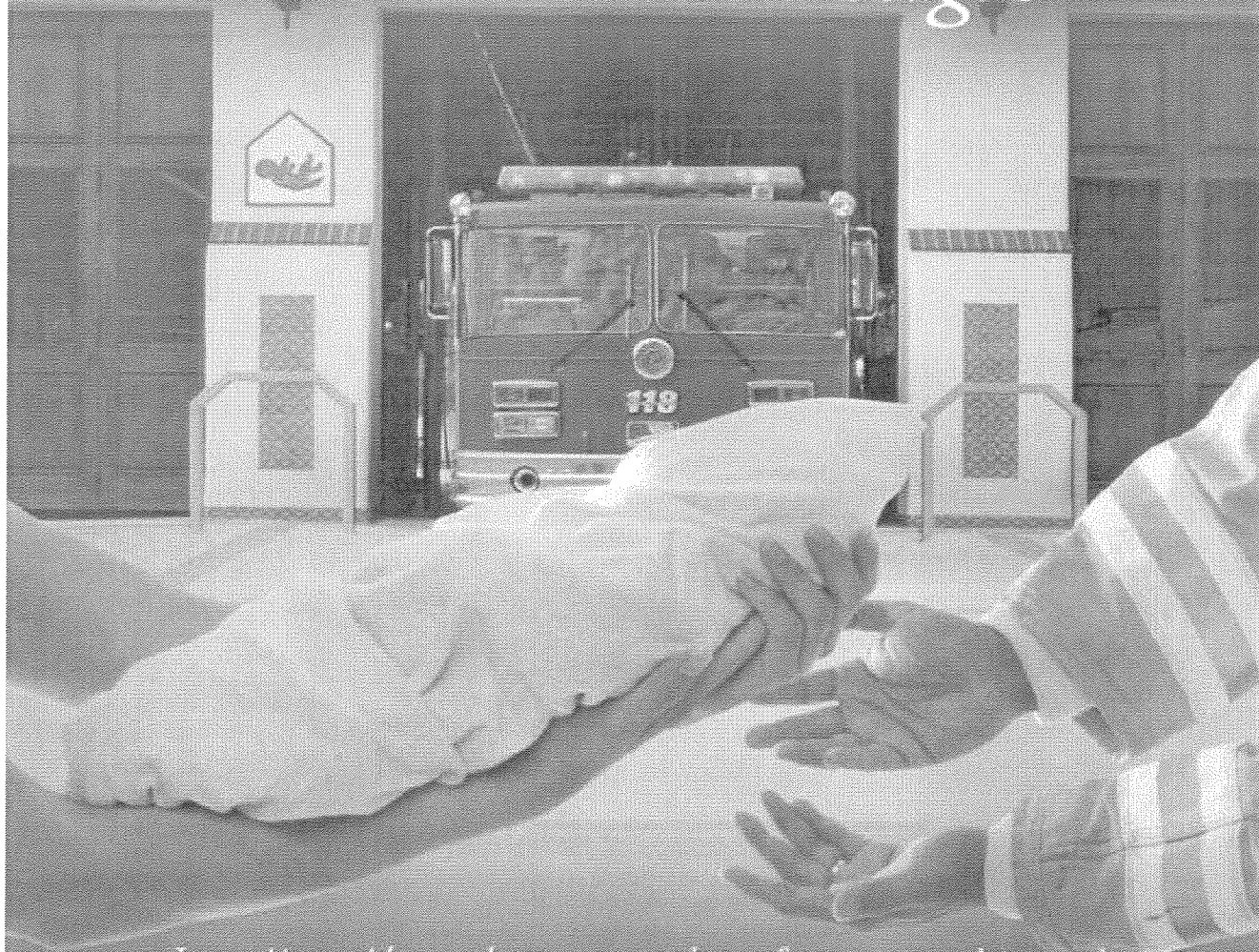
## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT I

INTENTIONALLY OMITTED

Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:
  - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
  - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
  - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.



E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### 2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

- E. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

#### 2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)





Thank you very much for your letter of 12th Nov. The article is being prepared and will be complete in 2-3 weeks. The article will be sent to you by e-mail as soon as it is complete. I will also send you a hard copy of the article. I will also send you a hard copy of the article. I will also send you a hard copy of the article.

Authorized Signatory

COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_ (Name of Owner or Company Representative) \_\_\_\_\_ (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

\_\_\_\_\_ on the \_\_\_\_\_  
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ (Calendar day of Month)  
(Month and Year)

ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

c In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

c Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.